

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1
2200 Havasupai Blvd.
Lake Havasu City, AZ 86403

GOVERNING BOARD MEETING

Tuesday, April 13, 2021

Agenda and information in the packet could change up to 24 hours prior to the board meeting.

Until further notice we will be enforcing Governor Ducey's Executive Order 2021-05 'Lifting occupancy limits implemented due to COVID-19.' We will continue to implement all remaining requirements including but not limited to mask use and appropriate physical distancing. If audience comments are permitted, there will be a five (5) minute time limit for any person speaking during an action item. Meeting can be viewed live at www.lhusd.org/boardvideos.

REGULAR MEETING SESSION

6:00 p.m. at the
Lake Havasu High School
Performing Arts Center
2675 Palo Verde Blvd. S
Lake Havasu City, AZ

Governing Board Members

John Masden, President
Dr. Eric Aurand, Vice President
Lisa Roman, Member
Archana Aliyar, Member
Kyle Neidermann, Member

Administrators

Dr. Rebecca Stone, Superintendent
Aggie Wolter, Director of Special Services
Michael Murray, Director of Business Services
Jaime Festa-Daigle, Director of Personnel/Technology



**Scholarship
Character
Humanity**

Please Post

NEWS RELEASE

**LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1
2200 Havasupai Blvd.
Lake Havasu City, AZ 86403**

For Immediate Release: April 9, 2021

For Information Contact: Terry Fleming 505-6925

**NOTICE OF PUBLIC MEETING OF THE GOVERNING BOARD OF
LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1**

Agenda and information in the packet could change up to 24 hours prior to the board meeting.

Until further notice we will be enforcing Governor Ducey's Executive Order 2021-05 'Lifting occupancy limits implemented due to COVID-19.' We will continue to implement all remaining requirements including but not limited to mask use and appropriate physical distancing. If audience comments are permitted, there will be a five (5) minute time limit for any person speaking during an action item. Meeting can be viewed live at www.lhusd.org/boardvideos.

Pursuant to A.R.S. 38.431.02 notice is hereby given to the members of the Governing Board of Lake Havasu Unified School District No. 1 and to the general public that the Governing Board of Lake Havasu Unified School District No. 1 will hold their regularly scheduled Governing Board meeting on **Tuesday, April 13, 2021, at 6:00 p.m. at the Lake Havasu High School Performing Arts Center, 2675 Palo Verde Blvd. S, Lake Havasu City, Arizona.**

Members of the Lake Havasu Unified School District Governing Board will attend either in person or by technological devices such as speakerphone, internet, or other device.

When necessary, the Board may vote to go into Executive Session intermittently throughout the meeting, which will not be open to the public, for discussion and consultation for legal advice regarding any of the agenda items (A.R.S. § 38-431.03 (A)(3)). The Board may also vote to go into Executive Session if so noted, which will not be open to the public, to discuss personnel matters (A.R.S. § 38-431.03(A)(1)), records exempt by law from public inspection (A.R.S. § 38-431.03(A)(2)), or for legal advice and consultation regarding pending or contemplated litigation (A.R.S. § 38-431.03(A)(4)). The Board reserves the right to change the order of items on the Agenda and to call matters in random order.

Meetings of the Governing Board may be audio or video recorded, which may result in the audio or video recording of a minor child. Pursuant to A.R.S. 1-602(A)(9), subject to certain express statutory exceptions, parents have a right to consent before the State or any of its political subdivisions makes a video or audio recording of a minor child. In order to exercise their rights, parents may either file written consent with the District, consenting to such recording, or take affirmative steps to ensure that their child is not present when a recording may be made. Should the child be present at the time a recording is made, this right will be considered to have been waived.

A copy of the agenda background material provided to LHUSD Board members (with exception of material relating to possible executive sessions) is available for public inspection twenty-four hours before the meeting at the Superintendent's Office, 2200 Havasupai Blvd., Lake Havasu City, AZ.

The AGENDA for the meeting is as follows:

Dated this 9th day of April 2021,

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1



Dr. Rebecca Stone, Superintendent

The Lake Havasu Unified School District # 1 endeavors to ensure accessibility of all its programs, facilities and services to all persons with disabilities. If you need a reasonable accommodation, please contact Terry Fleming, at 505-6925, as early as possible to arrange the accommodation.

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO. 1

NOTICE OF PUBLIC MEETING

April 13, 2021

**Lake Havasu High School Performing Arts Center
2675 Palo Verde Blvd. S, Lake Havasu City, AZ**

Until further notice we will be enforcing [AZDHS Emergency Measure 2020-04](#) including but not limited to mask use and appropriate physical distancing. If audience comments are permitted, there will be a five (5) minute time limit for any person speaking during an action item. Meeting can be viewed live at www.lhusd.org/boardvideos.

A G E N D A

Agenda and information in the packet could change up to 24 hours prior to the board meeting.

REGULAR MEETING SESSION:

6:00 p.m.

1. Routine Opening of Meeting - Call to Order

President

1.1 Moment of Silent Prayer or Reflection

1.2 Roll Call

1.3 Pledge of Allegiance

1.4 Call for an Executive Session *(If the situation warrants, an Executive Session may be held during the meeting, pursuant to ARS 38.431.03: o A.1 for "Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining, or resignation of a public officer, appointee, or employee of any public body, except that, with the exception of salary discussions an officer, appointee, or employee may demand that such discussion or consideration occur at a public meeting." o A.3 for "Discussion or consultation for legal advice with the attorney or attorneys of the public body." o A.4 for "Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position in pending or contemplated litigation.")*

2. Call to the Public – if requesting to speak on a posted action item no form is necessary.

Form BEDH-E is required to address the Board during Call to the Public. Form must be turned in to the Superintendent before meeting starts. There will be a five (5) minutes time limit per speaker. *At this time, the Board President will call for comments from members of the public on items not on the agenda. Because of restrictions imposed by A.R.S. § 38-431.01, discussion and action on items brought before the Board during this time will be limited to directing staff to study the matter or rescheduling the matter for further consideration and decision at a later date.*

3. Recognitions and Presentations

President

- Lake Havasu City Education Association (LHCEA) / Carol Nowakowski

- Congratulations to the new National Board Certified Teachers / Dr. Rebecca Stone: Theresa Nigg, Devin Mann, Cathy Bagby, Kelsey Gibbs, and to Christina Musselman who renewed her certification

- Mighty Minions / Oro Grande Classical Academy

4. Consent Agenda (Action Items)

4.1 Approval of Consent Agenda

President

(The following items are considered to be routine or have been previously reviewed by the Governing Board and will be enacted by one motion. There will be no separate discussion on these items, unless there is a request for clarification of an item, or a request from any member of the Governing Board or citizen, that an item be removed from the Consent Calendar. Such request shall cause the item to be considered separately as an Action Item 4.2.)

4.1.1 Approval of Minutes:

Regular Session of March 9, 2021

Special Session of March 12, 2021; March 31, 2021

4.1.2 Approval or Modification of Agenda

4.1.3 Personnel Report: Certified; Employment, Separation, Exception to Policy, Long Term Leave, Other. Support Staff; Employment, Separation, Exception to Policy, Long Term Leave, Other. Stipends.

4.1.4 Acceptance of Gifts and Donations to the Lake Havasu Unified School District in the amount of \$35,172.51 and to Student Activities Organizations in the amount of \$323.51. *A detailed list of donations can be viewed as background material by contacting the District.*

4.1.5 Approval of Travel - none Stone
4.2 Item(s) removed from the Consent Agenda. *Board may remove items from the consent calendar for individual consideration.*

5. Old Business (Action Items) – none.

6. New Business (Action Items)

- 6.1 Approval of Discussion and Possible Action Regarding Land Exchange Murray
- 6.2 Approval of Purchase of Major Clarity Wolter/M. Becker
- 6.3 Approval to Purchase Illuminate DnA as the Assessment Platform for K-12 Stone
- 6.4 Approval of Comprehensive Annual Financial Report for Fiscal Year 2019-20 Murray
- 6.5 Approval to Request Applicants for Employee Benefit Trust Board Trustees Murray
- 6.6 Approval of Contracted Services through Education Services, Inc., for Subsource Program Festa-Daigle
- 6.7 Approval of Purchase – Computer Replacement for Labs Festa-Daigle/Baker
- 6.8 Approval of Vouchers, Student Activity Funds, and Auxiliary Funds Murray

7. Informational

- * Superintendent
- * Directors
- * Governing Board Members
- * Advisory Committees

8. Call to the Public – if requesting to speak on a posted action item no form is necessary.

Form BEDH-E is required to address the Board during Call to the Public. Form must be turned in to the Superintendent before meeting starts. There will be a five (5) minutes time limit per speaker. *At this time, the Board President will call for comments from members of the public on items not on the agenda. Because of restrictions imposed by A.R.S. § 38-431.01, discussion and action on items brought before the Board during this time will be limited to directing staff to study the matter or rescheduling the matter for further consideration and decision at a later date.*

9. Communications

(This item is on the agenda to note the receipt of communications to the Board. Because of restrictions imposed by ARS §38-431.01 et seq., discussion and action on any item that is brought before the Board during this time will be deferred until a later meeting, if appropriate.)

- * Board Suggestions for Future Agenda Items President
- * Press/Media - Clarifying Questions President

(This item is on the agenda to permit the media to ask questions clarifying the factual transmission of the business of the Board.)

10. Adjournment

President

NEXT SCHEDULED REGULAR MEETING Tuesday, May 4, 2021 6:00 p.m.
OF THE GOVERNING BOARD Lake Havasu High School Performing Arts Center
2675 Palo Verde Blvd. S, Lake Havasu City, AZ

Lake Havasu Unified School District will engage each student with a focus on scholarship, character, and humanity - so that all students may graduate with the academic and social skills necessary to become responsible citizens and contributing members of society.

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

CONSENT CALENDAR

TOPIC: APPROVAL OF MINUTES

SUBMITTED BY: Dr. Rebecca Stone, Superintendent

DATE FOR BOARD CONSIDERATION: April 13, 2021

RECOMMENDATION:

It is recommended the Governing Board approve the MINUTES as printed:

Regular Session of March 9, 2021
Special Session of March 12, 2021; March 31, 2021

Approved for Transmittal to Governing Board


Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO.1

2200 Havasupai Blvd., Lake Havasu City, AZ 86403

UNAPPROVED

Governing Board Minutes

March 9, 2021

Until further notice we will be enforcing Governor Ducey's Executive Order 2021-05 'Lifting occupancy limits implemented due to COVID-19.' We will continue to implement all remaining requirements including but not limited to mask use and appropriate physical distancing. If audience comments are permitted, there will be a five (5) minute time limit for any person speaking during an action item. Meeting can be viewed live at www.lhusd.org/boardvideos.

REGULAR MEETING:

1. Routine Opening of Meeting - Call to Order

The Regular Meeting of the Governing Board of Lake Havasu Unified School District No. 1 was called to order by Governing President, John Masden, at the Lake Havasu High School Performing Arts Center, 2675 Palo Verde Blvd. S., Lake Havasu City, Arizona at 6:00 p.m., on March 9, 2021.

1.1 Moment of Silent Prayer or Reflection

1.2 Roll Call

BOARD MEMBERS PRESENT: John Masden, President
Dr. Eric Aurand, Vice President
Archana Aliyar, Member
Lisa Roman, Member
Kyle Neidermann, Member

BOARD MEMBERS ABSENT:

ADMINISTRATION PRESENT: Dr. Rebecca Stone, Superintendent
Michael Murray, Director of Business Services
Aggie Wolter, Director of Special Services
Jaime Festa-Daigle, Director of Personnel/Technology
Terry Fleming, Secretary

Others: 4

1.3 Pledge of Allegiance

1.4 Call for an Executive Session – none.

2. Call to the Public – none.

3. Recognition of Visitors

- Lake Havasu City Education Association (LHCEA) / Carol Nowakowski emailed the Board members with a Legislative Update.
- Presentation on Arizona Youth Partnership (AZYP) / Ricarda DeAnda from AZYP and Aggie Wolter shared a power point presentation on an Impact Grant they have received that allows them to do trainings/programs free of charge.
- Presentation on LHUSD#1 Classroom Certification / Jaime Festa-Daigle reviewed a power point presentation on Classroom-Based Alternative Preparation Program that will allow LHUSD to do certifications in house.

4. Consent Agenda

4.1 Approval of Consent Agenda

4.1.1 Approval of Minutes:

Regular Session of February 16, 2021
Work Session of February 6, 2021

4.1.2 Approval or Modification of Agenda

4.1.3 Personnel Report: Certified; Employment, Separation, Exception to Policy, Long Term Leave, Other. Support Staff; Employment, Separation, Exception to Policy, Long Term Leave, Other. Stipends.

- 4.1.4 Acceptance of Gifts and Donations to the Lake Havasu Unified School District in the amount of \$6,038.96 and to Student Activities Organizations in the amount of \$0.
A detailed list of donations can be viewed as background material by contacting the District.
- 4.1.5 Approval of Travel - none Stone
- 4.1.6 Approval of Change in Job Descriptions for Academic Coach, Grants Specialist, Teacher on Assignment, Instructional Technology, and Director of Educational Services Festa-Daigle

Mrs. Roman moved, seconded by Dr. Aurand to approve the Consent Calendar as presented.
ROLL CALL VOTE: Aliyar: YES, Neidermann: YES, Roman: YES, Aurand: YES, Masden: YES

5. Old Business

5.1 Second Presentation/Review of Revisions to Policies GCD and GCD-R Professional Staff Vacations and Holidays, GCQEA Retirement of Professional / Support Staff Members, GDD-R Support Staff Vacations and Holidays, and GDQB Resignation of Support Staff Members

Mrs. Festa-Daigle recommended that the Governing Board approve the second presentation revisions to Policies GCD Professional Staff Vacations and Holidays, GCQEA Retirement of Professional / Support Staff Members, GDD-R Support Staff Vacations and Holidays, and GDQB Resignation of Support Staff Members.

We are requesting to update the above personnel policies to ensure consistency in policies dealing with vacation, leave, and post-retirement employment. Currently, policy GDD has a regulation, while GCD does not. GCD has been rewritten in its original language, and a regulation was developed to specify how it would be implemented.

GCD-R and GDD-R limit vacation payout to year-round staff who complete their employment term, give appropriate notice, and are not terminated. An update to GDD-R addresses holiday pay for employees who change jobs. A section was added to include exempt, classified staff.

Changes made to GCQEA addressed the "sellback." This is not language or policy used by LHUSD. Policy now clearly states that you may only receive severance and vacation payout one time. This policy was also updated to state that upon rehire, employees who have done PREO will be paid at 80% of their last year's contract plus any current increase or be placed as a new hire, whichever is greater. This should have a minimal impact on the overall budget. Most employees will make more at 80%, which is currently in policy.

GDQB strikes a line about vacation payout, which is now addressed in GDD-R.

There have been no changes to the policies since the first reading on February 16, 2021.

Mrs. Roman moved, seconded by Mr. Masden to approve item 5.1 as presented.

ROLL CALL VOTE: Aliyar: YES, Neidermann: YES, Roman: YES, Aurand: YES, Masden: YES

6. New Business

6.1 Discussion and Action Regarding Expansion of Core Knowledge Curriculum to Thunderbolt Middle School

Dr. Stone recommended that the Governing Board approve the expansion of the Core Knowledge Curriculum for Language Arts, Science, and Social Studies to Thunderbolt Middle School. The initial purchase amount for ELA, Science, and Social Studies teacher and student materials is not to exceed \$295,000 from capital and/or other approved funds. The annual amount is not to exceed \$30,000.

In December 2018, the Governing Board approved the Core Knowledge curriculum to be used as part of the Oro Grande Classical Academy. Core Knowledge curriculum is intended to provide a coherent, content specific foundation of learning for all students. The curriculum builds on knowledge from year to year preventing repetitions and gaps in instruction.

Every LHUSD student deserves access to a guaranteed and viable curriculum. This expansion of the Core Knowledge curriculum allows all middle school students access to the same curriculum materials. This expansion allows teachers to devote their time to creatively planning how to teach the content, which will become the focus of department and articulation planning meetings. This will also support our work in developing meaningful professional development with a common resource.

The District provided information about Core Knowledge to the administration and teachers, which included access to the materials already in use at Oro Grande Classical Academy. After review of the presentations and materials we surveyed 26 teachers and received 24 responses. Out of the 24 who responded 96% said yes to expanding the Core Knowledge curriculum for Language Arts, Science & Social Studies to Thunderbolt Middle School. A parent question and answer session was held via Zoom to gather

input prior to moving forward. A handful of parents attended the session and provided positive feedback about the expansion.

Expansion of this curriculum will support our mission to provide an aligned and guaranteed curriculum for every student. The materials will be purchased through the Core Knowledge Foundation and Amplify to support the work of our teachers and the necessary training for implementation over the course of the second semester.

This item has been approved by the business department.

Mr. Masden moved, seconded by Mrs. Roman to approve item 6.1 as presented.

Mrs. Roman and Dr. Aurand are in favor of this expansion.

ROLL CALL VOTE: Aliyar: YES, Neidermann: YES, Roman: YES, Aurand: YES, Masden: YES

6.2 Approval of Monthly Governing Board Meeting Dates for 2021-2022

Dr. Stone recommended that the Governing Board approve the dates listed for regularly scheduled Governing Board meetings for the 2021-2022 school year.

All the dates are the third Tuesday of each month, which adheres to district policy, except for December 14 due to Winter Break, March 8 due to Spring Break. July and May changes are due to State mandated budget deadline.

<u>Regular Board Meeting Date</u>	<u>DEADLINE for Board Materials 10:00am</u>
Tuesday July 6, 2021 (Adopt Budget)	Friday, June 18
Tuesday, August 17, 2021	Friday, July 30
Tuesday, September 21, 2021	Friday, September 3
Tuesday, October 19, 2021	Friday, October 1
Tuesday, November 16, 2021	Friday, October 29
Tuesday, December 14, 2021 (due to Winter Break)	Wednesday, November 24 (due to Thanksgiving)
Tuesday, January 18, 2022	Wednesday, December 29 (due to New Year's)
Tuesday, February 15, 2022	Friday, January 28
Tuesday, March 8, 2022 (due to Spring Break)	Friday, February 18
Tuesday, April 19, 2022	Friday, April 1
Tuesday, May 3, 2022 (due to State mandated budget deadline)	Friday, April 15
Tuesday, June 21, 2022	Friday, June 3
Tuesday, July 5, 2022 (Adopt Budget)	Friday, June 17

As required by law, a notice of our regular meeting dates and posting locations are sent in January to the Mohave County Supervisor's clerk. When special meetings and work sessions are needed, the same procedures for posting regularly scheduled meetings will be followed.

Mr. Masden moved, seconded by Mrs. Roman, to approve item 6.2 as presented.

ROLL CALL VOTE: Aliyar: YES, Neidermann: YES, Roman: YES, Aurand: YES, Masden: YES

6.3 Approval of Vouchers, Student Activity Funds, and Auxiliary Funds

Mr. Murray recommended the approval of:

Approval of Vouchers – Vouchers for February 2021 / \$4,168,498.11

Student Activity Funds for K-12 for January 2021 / \$274,775.30

Auxiliary Funds for January 2021:

Smoketree	\$ 18,745.26
Thunderbolt	\$ 129,526.44
Havasupai	\$ 12,530.15
Starline	\$ 23,559.15
Nautilus	\$ 15,933.31
Oro Grande	\$ (1,825.55)
Jamaica	\$ 25,496.12
High School	\$ 509,692.13
District Office	\$ 5,234.03

K-12 Student Activities Funds Report and the Auxiliary Reports for each school for January 2021 will be emailed to the Board prior to meeting.

Dr. Aurand moved, seconded by Mr. Neidermann, to approve item 6.3 as presented.

ROLL CALL VOTE: Aliyar: YES, Neidermann: YES, Roman: YES, Aurand: YES, Masden: YES

7. Informational

* Superintendent

- Dr. Stone wished everyone a wonderful Spring Break next week.
- She shared that the Middle and High School will be fully open after Spring Break. District has continued to work with the Mohave County Health Department and has their full support. Dr. Aurand congratulated the District for planning the fully opening before the Governor updated Executive Order concerning opening of schools.

8. Call to the Public – none.

9. Communications

- The next regular board meeting will be Tuesday, April 13, 2021.

10. Adjournment

Mr. Neidermann, seconded by Dr. Aurand to adjourn at 6:38 p.m.

ROLL CALL VOTE: Aliyar: YES, Neidermann: YES, Roman: YES, Aurand: YES, Masden: YES

Video of the entire meeting may be seen on the District website www.lhusd.org/boardvideos under Governing Board.

Minutes of the Regular Governing Board meeting of March 9, 2021, are approved as submitted.

John Masden, Board President

Eric Aurand, Board Vice President

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO.1

2200 Havasupai Blvd.
Lake Havasu City, AZ 86403

UNAPPROVED

Special Governing Board Minutes

March 12, 2021

1. Call to Order

The special session of the Governing Board of Lake Havasu Unified School District No. 1 was called to order by Governing Board President, John Masden, in the District Office Boardroom, 2200 Havasupai Blvd., Lake Havasu City, Arizona at 9:00 a.m., on March 12, 2021.

1.1 Moment of Silent Prayer or Reflection

1.2 ROLL CALL

BOARD MEMBERS PRESENT:	John Masden, President Lisa Roman, Member Archana Aliyar, Member (telephonically)
BOARD MEMBERS ABSENT:	Dr. Eric Aurand, Vice President Kyle Neidermann, Member
ADMINISTRATION PRESENT:	Dr. Rebecca Stone, Superintendent Michael Murray, Director of Business Services Terry Fleming, Secretary
Others: 3	

1.3 Pledge of Allegiance

2. Review and Accept Agenda for this Session

Mrs. Roman moved, seconded by Mr. Masden to approve the agenda as presented.

ROLL CALL VOTE: Aliyar: YES, Roman: YES, Masden: YES

3. Action Items

3.1 Approval to Proceed with the Designing Phase of Jamaica Elementary Cooling Tower as Awarded from the Arizona Schools Facilities Board

Mr. Murray recommended the Governing Board approve the design phase of the cooling tower at Jamaica Elementary to EMC2 architects, per awarded design funds of \$45,989 from the Arizona School Facilities Board (SFB).

A Building Renewal Grant application was submitted to the SFB to address the deteriorating condition and state of failure of the cooling tower at Jamaica Elementary.

As a result of the application and supporting documentation, the SFB awarded funds for the architectural and engineering design phase to determine what will be needed in addressing the needed repairs/replacement of the tower.

EMC2 architects was previously qualified and approved to provide services to the district for SFB and bond projects. This item was reviewed by the Business Office and School Facilities Board

Mrs. Roman moved, seconded by Mr. Masden to approve item 3.1 as presented.

Mr. Murray shared the history of the structural problems of the Jamaica cooling tower. The design and engineering phase will take several months, then the results with a dollar amount will go back to SFB with Board approval. Shane Bolinger, District HVAC, was present to answer questions.

ROLL CALL VOTE: Aliyar: YES, Roman: YES, Masden: YES

March 12, 2021

4. Announcements – none.

5. Adjournment

Mr. Masden moved, seconded by Mrs. Roman to adjourn the Special Meeting at 9:08 a.m.

ROLL CALL VOTE: Aliyar: YES, Roman: YES, Masden: YES

Video of the entire meeting may be seen on the District website [www.lhusd.org/boardvideos] under Governing Board.

Minutes of the Special Governing Board meeting of March 12, 2021, are approved as submitted.

John Masden, Board President

Lisa Roman, Board Member

LAKE HAVASU UNIFIED SCHOOL DISTRICT NO.1

2200 Havasupai Blvd.
Lake Havasu City, AZ 86403

UNAPPROVED

Special Governing Board Minutes

March 31, 2021

1. Call to Order

The special session of the Governing Board of Lake Havasu Unified School District No. 1 was called to order by Governing Board President, John Masden, in the Lake Havasu High School Performing Arts Center, 2675 Palo Verde Blvd. S, Lake Havasu City, Arizona at 4:00 p.m., on March 31, 2021.

1.1 Moment of Silent Prayer or Reflection

1.2 ROLL CALL

BOARD MEMBERS PRESENT: John Masden, President
Dr. Eric Aurand, Vice President
Lisa Roman, Member
Archana Aliyar, Member
Kyle Neidermann, Member

BOARD MEMBERS ABSENT:

ADMINISTRATION PRESENT: Dr. Rebecca Stone, Superintendent
Michael Murray, Director of Business Services
Aggie Wolter, Director of Special Services
Jaime Festa-Daigle, Director of Personnel/Tech
Terry Fleming, Secretary

Others: 7

1.3 Pledge of Allegiance

2. Review and Accept Agenda for this Session

Mrs. Roman moved, seconded by Mr. Neidermann to approve the agenda as presented.

ROLL CALL VOTE: Aliyar: YES, Roman: YES, Neidermann: YES, Aurand: YES, Masden: YES

3. Action Items

3.1 Approval to Appoint Smoketree Elementary School Principal

Dr. Stone recommended the Governing Board approve Mrs. Nina Mersing as the next Principal of Smoketree Elementary.

Mrs. Roman moved, seconded by Dr. Aurand to approve item 3.1 as presented.

ROLL CALL VOTE: Aliyar: YES, Roman: YES, Neidermann: YES, Aurand: YES, Masden: YES

3.2 Approval to Appoint Director of Student Achievement

Dr. Stone recommended the Governing Board approve Mrs. Festa-Daigle to the position of Director of Student Achievement. This position was formerly named Director of Educational Services.

Mr. Neidermann moved, seconded by Dr. Aurand to approve item 3.2 as presented.

ROLL CALL VOTE: Aliyar: YES, Roman: YES, Neidermann: YES, Aurand: YES, Masden: YES

3.3 Approval of Compensation Package for 2021-22

Mr. Murray recommended the Governing Board approve the compensation package for 2021-2022. This compensation proposal for 2021-2022 provides the following:

Salary-

- A base salary increase of \$1,000 for certified staff working 188-225 days
- A base salary increase of \$1,200 for certified staff working 226-261 days
- An hourly increase of \$0.40 for classified staff
- A one-time Cost of Living Adjustment (COLA) of 4.5% for all employees paid by two separate

March 31, 2021

checks on two dates established during the 2021-22 fiscal year

Benefits-

- District paid annual medical benefit premiums will increase from \$9417.96 to approx. \$9575.88. An EPO and High Deductible Health Plan (HDHP) are available to employees and their qualified dependents. If an employee elects the HDHP, the district will contribute \$694.80 to the employee's Health Savings Account (HSA).

Athletic Fees-

- Maintain current athletic participation fees

Additional compensation includes Classroom Site Funds (Prop 301 Funds):

- Continue to fund Classroom Site Funds per legal guidelines
- Fund 13 - \$106.25 per 301 eligible employee per month to continue to supplement insurance premium
- Funds remaining after allocations become part of the overall carryover for the district's respective Classroom Site Fund categories to be used in the next fiscal year for the benefit of all current, 301 eligible certified staff

Salary and Benefit proposals were discussed through a district budget committee comprised of administrators, certified and classified staff, as well as appointed Governing Board members. The committee met on February 24, March 3, and March 10.

The backup to this item was provided to Governing Board members prior to the March 31, 2021 meeting.

Dr. Aurand moved, seconded by Mr. Neidermann to approve item 3.3 as presented.

Dr. Aurand was thankful that he and Mr. Neidermann were able to be on the budget committee and see how the process took place. He was also thankful that staff were asking throughout the process, 'What would help the kids'.

Mr. Murray reviewed a powerpoint presentation used at the last budget committee meeting on March 10.

ROLL CALL VOTE: Aliyar: YES, Roman: YES, Neidermann: YES, Aurand: YES, Masden: YES

3.4 Approval of Certified/Administrative/Supervisor Staff for 2021-22, Staff Moving from Non-Continuing to Continuing Status in 2021-22, and 2021-22 Certified Contracts

Mrs. Festa-Daigle recommended that the Governing Board approve employment for the 21-22 school year for the listed Certified, Administrative, and Supervisor staff: Teachers, Counselors, Speech Therapists, Speech Technician, Psychologists, Directors, Administrators, and Coordinators.

It is recommended that the Governing Board approve the staff moving from non-continuing status to continuing status in the 2021-22 school year.

It is recommended that the Governing Board approve the 2021-22 teacher contract. There have been no changes from 2020-21.

Mrs. Roman moved, seconded by Mr. Neidermann to approve item 3.4 as presented.

ROLL CALL VOTE: Aliyar: YES, Roman: YES, Neidermann: YES, Aurand: YES, Masden: YES

3.5 Approval of Support Staff for 2021-22 and 2021-22 Support Staff Contracts/Notice of At-Will Employment

Mrs. Festa-Daigle recommended that the Governing Board approve the listed support positions with the district for the 2021-22 school year.

It is recommended that the Governing Board approve the 2021-22 Support Staff Contracts/Notice of At-Will Employment.

Dr. Aurand moved, seconded by Mrs. Roman to approve item 3.5 as presented.

ROLL CALL VOTE: Aliyar: YES, Roman: YES, Neidermann: YES, Aurand: YES, Masden: YES

3.6 Approval of District Provided Retiree Insurance Benefit Subsidy and Phased Subsidy Reduction Plan

Mr. Murray recommended the Governing Board retroactively approve a district provided retiree insurance benefit subsidy and phased subsidy reduction plan.

The district completes the Arizona State Retirement System (ASRS) – Employer Health Insurance

Plan/Premium Breakdown Table, annually. This year, the payroll department noticed a change to the form. The form shows a revision date of 1/29/2020. The form included the question; is any portion of this premium being paid by the employer? Yes/No. The question is followed by a Note, which references ARS 38-783. The payroll department did reach out to ASRS to seek clarification on the revised form. After several emails and phone conversations with ASRS, it was confirmed that those who retired after August 2, 2012 are not eligible for Premium Benefit Payments from ASRS.

The district does pay a portion of eligible retiree insurance premiums. As a result, retirees are not eligible to receive ASRS Premium Benefit Payments of \$150/mo. for the retiree and a total of \$110/mo. for any and all dependents that a retiree is insuring.

As this was discovered after the start of the school year and communication to seek clarification and attempts to appeal, based on verbiage contained in statute, the district is seeking retroactive approval to subsidize the premium benefit for FY21. The district also proposes a phased subsidy reduction to assist retirees in adjusting to the absence of the ASRS Premium Benefit.

The proposed phased subsidy for the \$150/mo. for the retiree and a total of \$110/mo. for any and all dependents that a retiree is insuring is as follows:

FY21 – retroactive 100%	FY22 – 100%
FY23 – 50%	FY24 – 0%

This item has been reviewed by the Business Department and Legal.

Mrs. Roman moved, seconded by Dr. Aurand to approve item 3.6 as presented.

Mr. Murray answered questions from the board.

ROLL CALL VOTE: Aliyar: YES, Roman: YES, Neidermann: YES, Aurand: YES, Masden: YES

4. Announcements – next regular board meeting will be April 13, 2021 at 6:00 p.m.

5. Adjournment

Mr. Neidermann moved, seconded by Dr. Aurand to adjourn the Special Meeting at 4:28 p.m.

ROLL CALL VOTE: Aliyar: YES, Roman: YES, Neidermann: YES, Aurand: YES, Masden: YES

Video of the entire meeting may be seen on the District website [www.lhusd.org/boardvideos] under Governing Board.

Minutes of the Special Governing Board meeting of March 31, 2021, are approved as submitted.

John Masden, Board President

Eric Aurand, Board Vice President

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

CONSENT CALENDAR

TOPIC: APPROVAL OR MODIFICATION OF AGENDA

SUBMITTED BY: Dr. Rebecca Stone, Superintendent

DATE FOR BOARD CONSIDERATION: April 13, 2021

RECOMMENDATION:

It is recommended the Governing Board approve the AGENDA as presented.

Approved for Transmittal to Governing Board


Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

CONSENT CALENDAR

TOPIC: APPROVAL OF PERSONNEL REPORT

SUBMITTED BY: Jaime Festa-Daigle, Director of Personnel/Technology

DATE FOR BOARD CONSIDERATION: April 13, 2021

RECOMMENDATION:

It is recommended the Governing Board approve the Personnel / Stipend Reports that they received prior to this meeting.

Approved for Transmittal to Governing Board



Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT # 1

PERSONNEL REPORT

DATE: April 13, 2021

**CERTIFIED PERSONNEL:
ACTION ITEM (S):**

EMPLOYMENT:

Cyr, Michelle Speech Technician/ Special Services
Michelle has joined LHUSD effective 03/25/2021 on a part-time temporary basis for the remainder of
the school year. \$5,943.35

SEPARATIONS:

Blythe, Nancy 4th/5th Grade Split/ Starline
Nancy has given notice of her intent to retire. Her last day will be 05/21/2021.

Freedman, Frank Math Teacher/ LHHS
Frank has given notice that he is resigning and his last day will be 05/21/2021.

McFarlin-Pressley, Tracy Online Counselor/ Educational Services
Tracy has given notice of her intent to retire. Her last day will be 05/21/2021.

Triassi, Corey Principal/ Starline
Corey has given notice of her intent to retire. Her last day will be 06/30/2021.

LONG TERM LEAVE:

Anderson, Marnetta 1st Grade Teacher/ Havasupai
Marnetta requested an extended leave of absence effective 03/01/2021 through 03/12/2021.

EXCEPTION TO POLICY: None

OTHER:

Baker, Kasey SDC Teacher/LHHS
Kasey will be transferring to LHHS from Smoketree for the 2021-22 school year.

Falzon, Sue Special Education Teacher/ Smoketree
Sue will be transferring from an SDC classroom at Smoketree for the 2021-22 school year.

Blythe, Nancy 4th/5th Grade Split/ Starline
Nancy has requested participation in PREO effective 07/26/2021.

Triassi, Corey Principal/ Starline
Corey has requested participation in PREO effective 07/01/2021.

**SUPPORT PERSONNEL:
ACTION ITEM(S)**

EMPLOYMENT:

Delgado, Cecilia Duty Aide/ Nautilus
90 day probation period complete. \$12.15

Eberling, Kathleen Duty Aide/ Nautilus
90 day probation period complete. \$12.15

Hall, Deborah Office Assistant/ Smoketree
90 day probation period complete. \$12.50

Sugg, Spencer
90 day probation period complete.

Computer Lab Manager/ Starline
\$13.00

SEPARATIONS:

Bolinger, Shane
Shane has given notice of his intent to retire. His last day will be 06/30/2022.

HVAC/ Maintenance

Chambers, Chris
Chris gave notice of his resignation. His last day was 03/03/2021.

Security Guard/ LHHS

George, Cali
Cali has given notice of her intent to retire. Her last day will be 09/01/2021.

Administrative Assistant/ LHHS

Gilmore, Kelsy
Kelsy gave notice of her resignation. Her last day was 03/03/2021.

Nurse/ Oro Grande

Snitker, Ashley
Ashley gave notice of her resignation. Her last day was 03/12/2021.

Administrative Assistant/ Havasupai

Sugg, Spencer
Spencer has given notice that he is resigning and his last day will be 05/20/2021.

Computer Lab Manager/ Starline

Unjian, Carissa
Carissa has given notice that she is resigning and her last day will be 05/20/2021.

Special Education Paraprofessional/ Nautilus

Weaver, Rose
Rose has given notice that she is resigning and her last day will be 05/20/2021.

Media Assistant/ Starline

LONG TERM LEAVE:

Timmerman, Angela
Angela has requested an extended leave of absence effective 08/23/2021 through 12/10/2021.

Media Assistant/ Jamaica

EXCEPTION TO POLICY: None

OTHER:

Green, Barbara
Barbara transferred from Administrative Assistant in Educational Services effective 04/22/2021.

Administrative Assistant / Personnel

Hooks, Molly
Correction to March Personnel Report: Molly is retiring from the LHUSD not resigning. Her last day will still be 05/20/2021.

Computer Lab Manager/ Oro Grande

Whiteside, Pauline
Pauline transferred from Administrative Assistant in Personnel effective 03/22/2021.

Purchasing Specialist/ Business Services

STIPENDS: Attached is a list of stipends submitted for approval for March 27, 2021 – April 16, 2021.

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

CONSENT CALENDAR

TOPIC: GIFTS AND DONATIONS

SUBMITTED BY: Michael Murray, Director of Business Services

DATE FOR BOARD CONSIDERATION: April 13, 2021

RECOMMENDATION:

It is recommended the Governing Board accept gifts to the Lake Havasu Unified School District in the amount of \$35,172.51. A listing of the individual gifts is on the attached sheet.

The following donations were made to the student activity account at Smoketree Elementary School:

- Smoketree Student Council received \$323.51 from Smoketree School PTSO

If you would like to look at individual gift forms for explanations, please contact the business office at 505-6936.

Following acceptance by the Governing Board, thank you letters will be mailed to donors.

The cash donations to the district have been deposited in specified school accounts and, if applicable, gifts will be added to the district's fixed assets.
school accounts and, if applicable, gifts will be added to the district's fixed assets.

Approved for Transmittal to Governing Board



Superintendent

GIFTS TO SCHOOL - FY 2020-21

QUANT	GIFT	DONOR	LOC/USE	VALUE	MO.TOTAL	YTD TOTAL
1	Monetary Donation	The Blackbaud Giving Fund	Havasupai - Principal Fund	\$538.00		
1	Monetary Donation	The Blackbaud Giving Fund	Jamica - Staff	\$18.00		
1	Monetary Donation	The Blackbaud Giving Fund	Starline - Principal Fund	\$140.00		
1	Glue Sticks & Whiteboards	Calvary Baptist Church	Nautilus	\$18.05		
15	Electric Pencil Sharpeners (\$13.00 ea.)	Calvary Baptist Church	Nautilus	\$195.00		
1	Monetary Donation	Coca-Cola Give King Solutions, Inc.	Thunderbolt	\$26.50		
24	New Cisco Meraki MR33 Wireless Access Drops (\$249.00 ea.)	Holiday Inn	Technology	\$5,976.00		
135	Warmup Pants & Jackets	LHHS Athletic Booster	LHHS - Track & Field	\$12,841.33		
1	Invite Fee	LHHS Athletic Booster	LHHS - Track & Field	\$400.00		
1	Pitching Machine Tires	LHHS Athletic Booster	LHHS - Softball	\$583.00		
77	Uniform Visors	LHHS Athletic Booster	LHHS - Softball	\$1,350.21		
1	Uniforms T-Shirts, Jackets & Socks	LHHS Athletic Booster	LHHS - Softball	\$3,827.81		
1	Playoff Meals & Snacks	LHHS Athletic Booster	LHHS - Boys Soccer	\$145.68		
1	Hoodies & T-Shirts	LHHS Athletic Booster	LHHS - Boys Soccer	\$275.63		
24	Bucket & Flexfit Hats	LHHS Athletic Booster	LHHS - Football	\$1,208.80		
12	Uniform Hats	LHHS Athletic Booster	LHHS - Baseball	\$234.50		
1	Lake Havasu Golf Club Tournament Meals & Fees	LHHS Athletic Booster	LHHS - Baseball	\$3,862.00		
1	4' x 2' Magnetic Whiteboard	Lake Havasu City Police Department	Havasupai	\$200.00		
1	Monetary Donation	London Bridge Bullis	Jamaica - Library	\$1,000.00		
1	Monetary Donation	Raytheon Company (Kurtis Townsend)	District - General Funds	\$995.00		
141	Bags Misc Schools Supplies (\$5.00 ea.)	Staples	District - Warehouse	\$705.00		
1	Monetary Donation	Billie Tietze	District - General Funds	\$432.00		
1	Monetary Donation	Leo Zmisewski	Thunderbolt - Band & Choir (\$100.00 ea.)	\$200.00		
	March-21				\$35,172.51	\$251,659.36

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL OF DISCUSSION AND POSSIBLE ACTION REGARDING LAND EXCHANGE

SUBMITTED BY: Michael Murray, Director of Business Services

DATE FOR BOARD CONSIDERATION: April 13, 2021

RECOMMENDATION:

It is recommended the Governing Board discuss and possibly take action on a request to exchange land between the Lake Havasu Unified School District #1 and Mr. Mayer Akntarзад.

RATIONALE:

The Lake Havasu Unified School District #1 has received a request for an exchange of land. The District currently owns parcel #108-12-141 and Mr. Akntarзад's real estate agent states that he owns parcel #108-12-139, #108-12-140 and #108-12-144 on Swanson Avenue. The request is to exchange the district's parcel with Mr. Akntarзад's parcel #108-12-144.

The District may exchange unimproved property where the Governing Board determines that the property is unnecessary for the continued operation of the school district without requesting authorization by a vote of the school district electors, if the Governing Board determines that the exchange is necessary to protect the health, safety or welfare of pupils, *or when the Governing Board determines that the exchange is based on sound business principles*. The exchange may be for unimproved or improved property of equal or greater value, or unimproved property that the owner contracts to improve, if the value of the property ultimately received by the District is of equal or greater value.

If the Board authorizes to move forward with an exchange, the exchange would occur after an appraisal, for which Mr. Akntarзад will be responsible. Only if the district's property is of equal or lesser value than the other parcel, or improvements are made to increase the value obtained by the District, would the exchange take place.

A resolution for the land exchange must then be signed by all board members present at the board meeting at which the land exchange is approved. The resolution will authorize the Board President to sign the Land Exchange Agreement. The resolution will also direct the District to record the deed. Per the resolution, the Governing Board President will be authorized to sign the deeds at a later date.

This item has been reviewed by Business Services and District Legal.

Approved for Transmittal to Governing Board


Superintendent



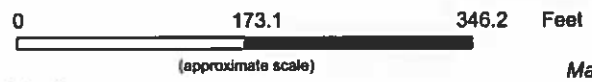
Legend

- ADOT Mileposts
- COUNTY Mileposts
- Sign Post Exists
- Calculated Measure
- Highways
- Main Arterials
- Collectors
- Local
- Railroad
- City Limits (>1:120K)
- County Boundary
- Surrounding Counties
- Township/Range
- Section

Surface Management

- Bureau of Land Management
- Bureau of Reclamation
- County
- Indian Lands
- Local or State Parks
- Military
- National Parks Service
- Other
- Private
- State
- State Wildlife Area
- US Forest Service

1:2,077



This map is a user generated static output from the Mohave County Interactive Map Viewer and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION, AS A LEGAL DOCUMENT, FOR PROPERTY DESCRIPTIONS, OR DETERMINATION OF LEGAL TITLE, AND SHOULD NEVER BE SUBSTITUTED FOR SURVEY OR DEED INFORMATION. The user agrees to comply with the Limitation of Use, and Assumption of Risk as stated in the full disclaimer at <https://gis.mohave.gov>

Notes:

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM**TOPIC:** APPROVAL OF PURCHASE OF MAJOR CLARITY**SUBMITTED BY:** Aggie Wolter, Director of Special Services
Marsha Becker, CTE Coordinator**DATE FOR BOARD CONSIDERATION:** April 13, 2021**RECOMMENDATION:**

It is recommended that the Board approve a three-year purchase of the Major Clarity Platform to replace AZCIS. The annual amount is not to exceed \$4,300.

RATIONALE:

ADE stopped supporting the AZCIS program in August, which was used as a resource for students in grades 8 through 12 to support college and career readiness plans. It was also used for the mandatory reporting of Education and Career Action Plans (ECAP) that were put in place in 2008 by the Arizona State Board of Education for all 9th – 12th grade students. An ECAP reflects a student's current plan of coursework, career aspirations, and extended learning opportunities in order to develop the student's individual academic and career goals as well as post-secondary plans.

Counselors at the high school and middle school along with the CTE coordinator, and Director of Special Services reviewed resources and list of platforms provided by ADE and are recommending the purchase of Major Clarity to support college and career readiness and meet the ECAP mandate. The annual cost will be \$2 per student participant for an estimated \$4,025 per year for grades 8 -12. Comparative program rates ranged from \$3.00-\$3.50 per participant per year.

The Technology Department has reviewed and approved the program for privacy and security requirements.

Funds from ESSER II or WAVE CTE will be used to pay for the purchase.

Approved for Transmittal to Governing Board


Superintendent

Ensuring every student's education leads to a
successful career outcome.

Major Clarity

**LAKE HAVASU UNIFIED
SCHOOL DISTRICT**

SUBMITTED BY:
Kara Dickerson

SUBMITTED TO:
Marsha Becker

PROPRIETARY & CONFIDENTIAL

“

The versatility of MajorClarity makes it easy for us to meet the needs and structural differences in each building.

Megan McMillen, Middle School
Career Development Coordinator
Cumberland County Schools, NC

”

MajorClarity unifies counseling, teaching, and CTE to make it easier for everyone to focus on what matters: preparing students for successful post-secondary transitions through meaningful alignment of their interests, abilities, educational pursuits, and career goals.



We believe that engagement is everything. Students learn best when they are enthusiastic about learning things that reflect their personal goals and feel important to them. We know there are as many different versions of success as there are students. But no matter what it looks like for each learner—a job, 4- or 2-year college, or an apprenticeship—MajorClarity is built to empower every learner with the ability to flourish after graduation.

“

It puts students in the driver's seat. What we like most is the career path simulation activities - this really drives the ISP process in our district. The last program we used had some video and activity content, but not like this. Our students also had to do a lot of digging to research potential colleges and scholarships. With MajorClarity, they can log in, research, compare, and save post-secondary opportunities - all in one spot.

Ginger Jones, Director of Counseling & Student
Support Services, Rankin County Schools, MS


”

Hands-on discovery

The unique career simulation activities within our platform generate more student engagement, and are specifically designed to drive career exploration and academic planning. That means students retain information and make connections across subject areas, and have access to the content they need to make informed decisions about their futures. Activities are personalized to student interests according to an assessment of personality and through self-directed learning and "score your fit" career path compatibility ratings.

Localized labor data & job growth projections, and information on hundreds of lesser-known careers (*and how to pursue them*) keeps students coming back for more - and the more students interact with the platform, the more refined and individualized their academic and career planning journey becomes.


- Alignment of career exploration to district programs and CTE pathways.
- Video interviews with experts in their fields with an 80% video completion rate.
- Proprietary career simulation activities not available in any other academic planning platform, with 2.3x higher engagement than traditional career video content.



Biotechnology

Fit Score 90%


Learn more
Watch an interview with a pro
Try it out



Score your fit
Based on this activity, please score how well you think you would fit in this career path.

Bad Okay Good Great

Step 1
Using the micropipette filled with DNA, add your DNA to the E. coli bacteria tube. then click to continue.



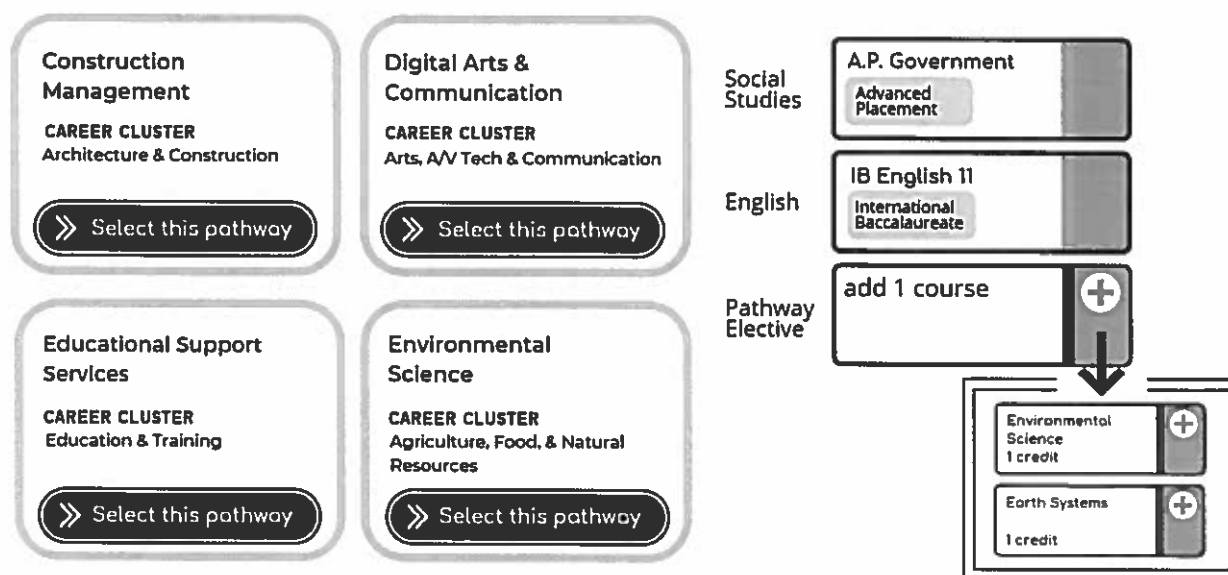


Student-driven design

Academic and Career Planning is integral to career readiness and is a key feature of the MajorClarity platform. An essential component to a successful post-secondary transition is the building of a preferred plan of study that begins with the selection of a district pathway.

District pathways can be extensively customized in the platform and reflect the unique course and program offerings available to students in their schools. To place students at the helm in the creation and maintenance of meaningfully-curated ECAP's, MajorClarity's Customer Success team works hand in hand with our partners to ensure schools are equipped to make the most out of their district pathway and grad tracking customizations.

Using career exploration as a foundation for self discovery, MajorClarity supports districts by offering a student-driven system of academic and career planning that adequately reflects the unique strengths and long-term goals of every student.





Post-secondary Preparation

Career and college readiness

When students are exploring career paths in MajorClarity, they are consuming nearly 5x more content than students using other educational platforms. Greater exposure to career paths and occupations prepares students to make more meaningful and better-informed decisions about their post-secondary transition. Our platform goes beyond the basics to ensure that no matter which direction a student is headed, they will be equipped with the resources and tools they need to make it there - *and to thrive once they've arrived.*

research

Robust post-secondary search filters provide the facts on over 7,000 two- and four-year colleges - everything from programs, eligibility, and graduation rates, to cost, debt, and salary projections.

College comparison tool for a side by side breakdown of stats for all their favorite post-secondary opportunities.

Extensive scholarship database offering over 23,000 financial aid opportunities.

Work opportunities with internships by Indeed™ + local employer partnerships.

manage

Transcript fulfillment services from Parchment™ and transcript request tracker.

Student-managed post-secondary application tracker with FAFSA tool.

Work opportunity application tracker and platform communication system for applying, interviewing, and securing WBL placements.

Career plan management to help students keep tabs on their career goals, school involvement, industry credentials and certifications, test scores, and more.

communicate

Submit requests to teachers for letters of recommendation.

Receive targeted messages from counselors and administrators about on-campus events, meetings, and opportunities catered to student interests and career planning.

Make sure student voices are heard with school and district-wide online surveys.

Use the star tool and Favorite items to communicate to counselors and admin which career paths, scholarships, and schools students are most interested in pursuing.

prepare

Build a resume to log work experiences, hard and soft skills, and to craft a personal statement about career goals.

Compose and upload cover letters to sharpen employability skills and to further customize the job application process.

Expand knowledge of job sectors and occupations and gain transferable skills with MajorClarity's lesson plan library.

Offer internships with our Work-Based Learning system to give students authentic workplace experience with local employers and community partners.



Actionable Insights

Our platform helps teachers, parents, counseling, and administrative teams stay connected to their students. Visibility tells you not just what students are doing, but what they're really learning. Activity & interest tracking easily identifies where students want their post-secondary journeys to take them and how they plan to get there, and can be leveraged to expand and fund the programming and preparatory tools students require to make their mark in the areas they are most passionate about. The platform has built-in tools to:

- ❑ Digitally manage student caseloads
- ❑ Build students groups any way you want
- ❑ Send targeted messages based on grade, group, interest, and Favorites
- ❑ Quickly see the progress of individuals, classes, and grade-level cohorts

MajorClarity helps schools free themselves from paperwork, filing, record-keeping, and from painstakingly completing and submitting every single student success plan. Our platform does all of this automatically, including parent outreach and engagement tools for four-year plan approval and digital signature collection.

We integrate with districts so students can make the most of the programs available in their schools, easily track their course completion progress, and feel confident that they are planning best-fit courses for best-fit pathways. Our data integration process ensures that new students won't miss a beat - even when they are enrolled in the middle of the school year. Automate everything from student success plans and academic planning reports, to graduate requirement tracking and work-based learning placements.



Resources & Outreach

Support & Learning

MajorClarity can help teams, schools and entire districts work together towards common goals. We understand the reality: to integrate career readiness into your school, you often have to get buy-in from administrators, counselors, or teachers—even when they're not immediately on board. To help, we've created a suite of communications, content, and strategies designed to help you make the case for career readiness to your school.

- ★ Parent messaging to streamline four-year plan approval and keep guardians in the loop on events, opportunities, deadlines, and student portfolio progress.
- ★ A [resource library](#) full of customizable and ready-to-use lesson plans, slide deck presentations, student worksheets and discussion prompts, recommended pacing guides, internal marketing content, student tutorial activities for independent learning, and more.
- ★ We're always developing new ways to serve students and schools. Want more research, news, and strategies— [find it on our blog](#) or [@ virtual.majorclarity.com](#).
- ★ A monthly [live webinar series](#) featuring MajorClarity CEO Joe Belsterling, expert panelists and district partners, sharing success stories and discussing the latest trends in education and post-secondary transitions.
- ★ Follow MajorClarity on Facebook, Instagram, and LinkedIn to get the latest from the team and join the career and college readiness conversation!

follow us

@majorclarity



PROPRIETARY & CONFIDENTIAL



Research & Results

Content Guides

We've developed research-backed content guides for our partners to help educators, parents, businesses, and communities stay informed about the Future of Career and College Readiness.

Career Assessments & Exploration

Research Backed Results

Career & College exploration starts in middle school -- making long-term comprehension and retention essential.

Yet neither assessments nor text descriptions of careers are well suited for long-term comprehension and retention.

THE FUTURE OF CAREER & COLLEGE READINESS

Sources:

1. [https://www.collegeboard.org/~/media/collegereadiness/~/media/pdf/~/media/pdf/2018-2019/~/media/pdf/2018-2019-ccr-research-report.pdf](#)
2. [https://www.collegeboard.org/~/media/collegereadiness/~/media/pdf/~/media/pdf/2018-2019/~/media/pdf/2018-2019-ccr-research-report.pdf](#)
3. [https://www.collegeboard.org/~/media/collegereadiness/~/media/pdf/~/media/pdf/2018-2019/~/media/pdf/2018-2019-ccr-research-report.pdf](#)

MajorClarity

[Career Assessments & Exploration Content Guide](#)

How Parents Want to be Engaged

Research Backed Results

Parents and guardians are necessary allies in the career & college exploration process. Accessible and effective parent engagement helps bridge the gap between home and platform.

Yet many current tools and technologies do not align with how parents want to be engaged.

THE FUTURE OF CAREER & COLLEGE READINESS

Sources:

1. [https://www.collegeboard.org/~/media/collegereadiness/~/media/pdf/~/media/pdf/2018-2019/~/media/pdf/2018-2019-ccr-research-report.pdf](#)
2. [https://www.collegeboard.org/~/media/collegereadiness/~/media/pdf/~/media/pdf/2018-2019/~/media/pdf/2018-2019-ccr-research-report.pdf](#)
3. [https://www.collegeboard.org/~/media/collegereadiness/~/media/pdf/~/media/pdf/2018-2019/~/media/pdf/2018-2019-ccr-research-report.pdf](#)

MajorClarity

[How Parents Want to be Engaged Content Guide](#)

MajorClarity

Lake Havasu Unified Schools Approximate Investment

Item/Fee	Proposal:
Annual Licensing Fee(3-year)	\$2/student
8th-12th Estimate(2,153 students)	\$4,300
Professional Development & Staff Training	Virtual: Free In Person: \$350/day + \$1000 travel fee
Annual Total:	\$4,300

MajorClarity, Inc.
117 S. 14th Street
Suite 160
Richmond, VA 23219

Point of Contact:
Kara Dickerson
kara@majorclarity.com
(804)385-5097

PROPRIETARY & CONFIDENTIAL



Technical Specifications and Security

Device Specifics

MajorClarity is a web-based platform compatible with all modern browsers. We are compatible with all recent versions of Apple Safari, Google Chrome, Mozilla Firefox, and Microsoft Edge. The platform is built on responsive frameworks optimized for desktop, mobile, and tablet usage. So, the platform should be accessible and functional across all modern devices.

Single sign-on

The platform leverages Single sign-on through solutions that support data interoperability (Google Auth SSO; ClassLink SSO) to ensure seamless access integration with other student systems. Alternatively, direct sign-in can also be used.

Content Whitelisting

Optimal functioning of MajorClarity requires the following sites/email addresses be whitelisted: 'player.vimeo.com/video/' to allow embedded site videos & tutorials to be viewed by students (strictly career content). If allowing the Vimeo player is not an option based on your district's whitelisting configurations, MajorClarity can also provide a complete list of all individual video links to allow. Whitelisting hello@majorclarity.com will allow platform messages (including password resets) to reach students and staff.

Security

For platform access, each student and staff user has a secure, separate login and password. MajorClarity provides for multiple levels of user account that provides the user access to only the data and platform functionality that they require. Secure authentication is used for account access. Passwords are hashed in the database and logouts are forced after 30 minutes of inactivity.



Security

All data is encrypted at rest and in transit via industry-standard secure FTP with 256-bit SSL encryption. IP whitelisting is also required to ensure that only appropriate district personnel are able to access the SFTP server. No direct remote access is required by MajorClarity staff or systems. Access to district data is permitted exclusively on company-managed computers only for necessary employees that are secured via firewall and robust enterprise-grade endpoint protection. All company computers are encrypted and able to be immediately decommissioned and wiped in the event of theft or loss, and employees are regularly trained on data security and company policy.

MajorClarity's platform and data is fully hosted within Amazon Web Services, leveraging its extensive physical and network security, and follows best practices for secure configuration. More information on AWS security can be found here:

<https://aws.amazon.com/compliance/data-center/controls/> and
<https://aws.amazon.com/compliance/programs/>.

MajorClarity is committed to the protection of student data and compliance with FERPA and COPPA, as indicated in our privacy policy and terms of use found at

<https://www.majorclarity.com/privacy-policy> and
<https://www.majorclarity.com/terms-of-use>.

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL TO PURCHASE ILLUMINATE DnA AS THE ASSESSMENT PLATFORM FOR K-12

SUBMITTED BY: Dr. Rebecca Stone, Superintendent

DATE FOR BOARD CONSIDERATION: April 13, 2021

RECOMMENDATION:

It is recommended that the Board approve the purchase of Illuminate DnA as the assessment platform for all LHUSD schools. Teachers will implement this platform during the 2021-2022 school year. The total cost of setup, training, and licenses for the program in year one will not exceed \$60,000.

RATIONALE:

The District currently utilizes Galileo as the district assessment platform in ELA and Math. Galileo no longer meets the security requirements for student's data privacy required by ADE. We worked with teachers to determine the features needed in an assessment platform which included a user friendly platform that supports benchmark, formative, and summative assessments, integrates with synergy, houses all assessment results to include state testing and reporting features that support data analysis to improve instruction. Our Core Knowledge assessments will be imported into the system so we are better able to assess student progress in the curriculum and support intervention as needed.

DIBELS will continue to be used to assess all students reading skills K-4.

The contract has been reviewed and approved by legal. The item has been reviewed by purchasing.

Approved for Transmittal to Governing Board


Superintendent



Client Order

Q-120188

6531 Irvine Center Drive Suite 100
 Irvine, California 92618
 (949) 656-3133
<https://www.illuminateeducation.com/>

Prepared Date: 3/2/2021
 Valid Through: 4/1/2021
 Prepared By: Amy Serrano
 Start Date: 3/1/2021
 End Date: 6/30/2024
 Quote Term: 40

Customer: Lake Havasu Unified District
 Address: 2200 Havasupai Blvd
 Lake Havasu City, Arizona 86403
 Contact: Ginny Sautner
 Phone: 9284866922

Implementation Phase

Dates: 3/1/2021 - 6/30/2021

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
5,081	DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	\$0.00	\$0.00
5,081	Inspect Premium	Access to Inspect PLUS item bank and the NGSS pre-builts	\$0.00	\$0.00
1	Product Implementation: Level 2, DnA	DnA site setup and initial configuration. District size under 4,000-30,000 students.	\$0.00	\$2,500.00
1	»» Level 2 Onboarding, DnA	Dedicated guidance from a Customer Success Manager through a comprehensive change framework and DnA system setup.	included	
1	»» Level 2 Data Integration, DnA	Extraction, import, and validation of required data for DnA site setup.	included	
1	»» System Management Workshop, DnA	Half-day virtual Implementation training session on DnA for System Administrators.	included	
20	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$0.00	\$0.00
2	Onsite Training, DnA	One day (up to six hours) onsite training and/or technical assistance for DnA.	\$2500.00	\$5,000.00
Implementation Phase Subtotal:				\$7,500.00
Implementation Phase Tax:				\$190.00
Implementation Phase Grand Total:				\$7,690.00

Year 1

Dates: 7/1/2021 - 6/30/2022

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
5,081	DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	\$4.75	\$24,134.75
5,081	Inspect Premium	Access to Inspect PLUS item bank and the NGSS pre-builts	\$2.75	\$13,972.75
20	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$0.00	\$0.00
2	Onsite Training, DnA	One day (up to six hours) onsite training and/or technical assistance for DnA.	\$2500.00	\$5,000.00
3	Virtual Training Module, DnA	Synchronous learning experience addressing a custom-selected DnA training module. Facilitated live by an Instructor for up to 30 participants.	\$500.00	\$1,500.00

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
1,725	Horizon (ACT) College Readiness Package (DnA)	The Horizon (ACT) College Readiness Package, developed in partnership with Horizon Education, is a benchmarking solution that enables all high school students to experience college readiness assessments, and educators measure and analyze growth over time	\$2.00	\$3,450.00
Year 1 Subtotal:				\$48,057.50
Year 1 Tax:				\$3,158.38
Year 1 Grand Total:				\$51,215.88

Year 2

Dates: 7/1/2022 - 6/30/2023

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
5,081	DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	\$4.75	\$24,134.75
5,081	Inspect Premium	Access to Inspect PLUS item bank and the NGSS pre-builts	\$2.75	\$13,972.75
20	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$0.00	\$0.00
1,725	Horizon (ACT) College Readiness Package (DnA)	The Horizon (ACT) College Readiness Package, developed in partnership with Horizon Education, is a benchmarking solution that enables all high school students to experience college readiness assessments, and educators measure and analyze growth over time	\$2.00	\$3,450.00
Year 2 Subtotal:				\$41,557.50
Year 2 Tax:				\$3,158.38
Year 2 Grand Total:				\$44,715.88

Year 3

Dates: 7/1/2023 - 6/30/2024

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
5,081	DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	\$4.75	\$24,134.75
5,081	Inspect Premium	Access to Inspect PLUS item bank and the NGSS pre-builts	\$2.75	\$13,972.75
20	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$0.00	\$0.00
1,725	Horizon (ACT) College Readiness Package (DnA)	The Horizon (ACT) College Readiness Package, developed in partnership with Horizon Education, is a benchmarking solution that enables all high school students to experience college readiness assessments, and educators measure and analyze growth over time	\$2.00	\$3,450.00
Year 3 Subtotal:				\$41,557.50
Year 3 Tax:				\$3,158.38
Year 3 Grand Total:				\$44,715.88

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.

All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@IlluminateEd.net

or
6531 Irvine Center Drive #100
Irvine, CA 92618



Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement ("Agreement") is hereby entered into as of the earlier of the date of the last signature hereto or receipt of purchase order and/or enforcement of any and all product and/or service orders (the "Effective Date") between the purchasing agency ("Client") and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduCLIMBER, LLC, eSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively "Illuminate") (Client and Illuminate are referenced herein as each a "Party" and collectively the "Parties").

Definitions.

(a). "**Client Order**" means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Products, current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement.

(b). "**Client Personnel**" means Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein.

(c). "**Documentation**" means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(d). "**Embedded Applications**" means software licensed to Illuminate by third parties that is provided to Client as part of the Licensed Products or Services.

(e). "**Licensed Products**" means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(f). "**Professional Service(s)**" means any consulting, training, implementation, or technical services provided by Illuminate to Client under the Client Order.

(g). "**Services**" means the service(s) described in the applicable Client Order attached hereto or an executed statement of work ("SOW"), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(h). "**Software**" means the Illuminate software programs described in the applicable Client Order.

(i). "**Subscription Period**" means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 15 ("**Termination**").

Subscription Period, to access the Licensed Products and/or Services through the User IDs and to operate the features of the Licensed Products and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content

(j). "**Third Party Software**" means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. Subscribing to the Service(s). Client will subscribe to the Licensed Products and/or Services by: (i) providing a purchase order that displays the unique identifier contained within the Client Order attached hereto or another Client Order, or in Illuminate's discretion sufficiently references said Client Order; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Products and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms included in the Client's purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Unless the Parties specify otherwise in writing, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Products and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement, Illuminate will provide the Licensed Products and/or Services described in the applicable Client Order. Unless expressly designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs and shall be governed by this Agreement.

2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate's Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Products and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client's system administrator access to Client's designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and staff member for access to and to utilize the Licensed Products and/or Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and staff User IDs and passwords that Client may issue. Each User ID may be used to access the Services during only one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. "Client Personnel" is defined as Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Products and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Products and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client acknowledges that the Licensed Products, including all derivative works thereof and source code and libraries thereto, are and shall remain the sole and exclusive property of Illuminate, except for license rights that Illuminate has to said Licensed Products. Client will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Products and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Products and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Products and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Products and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

3. Acceptable Use Policy. Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through

the Licensed Products and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Products, and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Products, and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (E) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (F) violates any privacy, intellectual property or proprietary right of another; (G) is pornographic or sexual in nature; expressly targets children under the age of 13; or (H) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. Reservation of Rights.

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Products and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Products and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose, provided that such Client Data will be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). All such aggregated data shall be the property of Illuminate. Client represents

and warrants that Client has all rights under applicable law to provide and input in the Licensed Products and/or Services the Client Data, including any personally identifiable information or other sensitive information of any of the students and or other persons included therein.

5. Client Support. During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Products and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

6. Professional Services. In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period.** All Professional Services must be prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within

one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period and shall not entitle Client to any refund or credit.

(b). **Third Party Integration.** Illuminate, in its sole discretion, will assist Client with integration of Licensed Products with Client's third-party applications and/or content that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations, as well as ensuring authorized access to said applications and/or content. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to the integration.

7. Hosting.

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Products and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Products and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Products and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Products and/or Services; or (ii) use or distribute through the Licensed Products and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Products and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Products and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Products and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Products and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Products and/or Services. Illuminate's security policies and incident response plans are confidential and proprietary and will not be disclosed to Client or any third party.

(c). **Data.** Client has sole responsibility for the legality,

reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment. Client is further solely responsible for ensuring that Client's hosted environment (including, by way of example, email servers) accepts encrypted transmissions.

8. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance. For multi-year Client Orders, Illuminate will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Products and/or Services are collectively "Fees". No refund or credit shall be due to Customer in the event that a Licensed Product or Service is not utilized.

(c). **Renewals; Enrollment Increases.** Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Products and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment occurs, then Client shall remit payment for additional student access to Licensed Products and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Products and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Products and/or Services and Client terminates any Licensed Products and/or Services within the bundle, Illuminate reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Products and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Products and/or Services that will govern this Agreement to remain compliant with applicable laws and industry standards.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("Notices") and Section 15 ("Termination").

(e). **Certain Taxes.** Fees quoted do not include tax, and Client shall pay all applicable taxes. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

9. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser" and "Confidential Information" means all information disclosed by Discloser to Recipient during the course of their business dealings regardless of whether it is marked as

"confidential" or "proprietary". Without limiting the foregoing, Client hereby acknowledges that the Licensed Products contain proprietary information, including trade secrets and along with the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client.

(b). **Covenant.** To the extent permitted by law, Recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Educational Research (Applicable to Only FAST and PALS Clients).** Subject to the terms and conditions contained herein, including Illuminate's privacy policy and/or a data sharing agreement entered into with Client, Client hereby grants Illuminate the right to share de-identified data that has entirely omitted any and all personally identifiable information with the University of Minnesota (*FAST product customers only*) and/or University of Virginia (*PALS product customers only*) for educational research purposes. Client's use of these products is conditional upon Client's consent of this provision and necessary to the provision of the products to Client.

(d). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

10. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS**

EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws; provided however, Illuminate will bear no responsibility for non-compliance that arises, in whole or in part, from any acts or omissions of Client. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

11. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a

fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

12. Indemnification.

(a). Client will defend, indemnify and hold Illuminate, its Affiliates, agents and content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Illuminate that arise from or relate to: (i) any violation by Client and/or its authorized users of the Agreement; (ii) any unauthorized download, modification or usage of Illuminate Materials; (iii) any breach of Client's obligations or warranties under the Agreement; or (vi) the negligence or intentional misconduct of Client, its employees or contractors, agents or the authorized users.

(b). Subject to Section 11 (Limitation of Liabilities), Illuminate will defend, indemnify and hold Client, its officers, directors, employees and agents harmless from and against any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Client that solely arise from or solely relate to: (i) a material breach by Illuminate of its obligations or warranties (subject to the disclaimer provided for in Section 10) under the Agreement, or (ii) the negligence or intentional misconduct of Illuminate or any of its employees, contractors and agents.

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Illuminate to the attention of: Illuminate Legal Department to the address listed as Illuminate's principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party. Notwithstanding the foregoing notice procedures, the Parties acknowledge that notices regarding the ordinary usage of the Licensed Products and Services may be sent through the

usual and customary means that the parties establish for such communications, including electronic communications.

14. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be mutually renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; unless specified otherwise in the attached or a subsequent Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Term expires or the Agreement as a whole is terminated under Section 15 ("Termination").

15. Termination.

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 9. Client further acknowledges that, as breach of the provisions of Section 9 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Termination for Convenience.** For multi-year Client Orders, Client may terminate this Agreement for convenience as of the day before the earlier of the Client's next immediate academic year or next immediate fiscal year ("Term End"); but only if Client notified Illuminate in writing of its desire to so terminate more than sixty (60) days prior to the Term End. If notice is not timely, Client shall not be entitled to any refund, credit or offset for any amounts paid or owed for the period after the Term End.

(c). **Termination or Suspension for Failure to Make Timely Payment.** Illuminate may, at its option, immediately terminate, or suspend its performance of, the Agreement with Client any time Client is more than ninety (90) days in arrears on its payment obligations to Illuminate. In the event of termination or suspension by Illuminate under this section, Customer's access to the Licensed Products (including all Authorized Users whose right of access to the Licensed Products is derived from Illuminate's contractual relationship with Client) shall be discontinued without further notice. In the event of a suspension of access to the Licensed Products, access may, at the sole discretion of Illuminate, be restored when Client's payment obligations are brought current and Illuminate has received adequate assurances that Client's payment obligations to Illuminate shall remain current for the remainder of the term of the Agreement.

(d). **Termination Due to Non-Appropriation or Change in Funding.** Client may terminate this Agreement due to the non-appropriation of funds by providing at least thirty (30) days written notice prior to the Effective Date anniversary. Client will

provide Illuminate documentation evidencing the non-appropriation of funds upon request. Illuminate may terminate the Agreement at the close of the then academic year, if the payments to which Illuminate is entitled under a Client Order or SOW are materially reduced as a result of a change in funding provided to the Client or applicable laws or regulations that impose requirements that are materially different from those previously provided under the Client Order or SOW, and Illuminate is unwilling or unable to make the required changes.

(e). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) Illuminate will work with Client regarding the disposition of Client Data, and within thirty (30) days after the effective date of termination, Client shall return or destroy, at Illuminate's sole discretion, all Confidential Information of Illuminate, as set forth in Section 9 ("Confidential Information"); (iii) Client shall not utilize or provide access to assessments created during the Term; and (iv) Client is responsible for transferring any data to its own or a third party's hosted environment. The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("Reservation of Rights"), Section 9 ("Confidential Information"), Section 10 ("Disclaimers"), Section 11 ("Limitation of Liabilities"), Section 15(e) ("Survival"), and Section 16 ("General Provisions"). Prior to termination and during the Term, Client shall have the ability to access and download its data at Client's convenience. Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

16. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** If the Client is a governmental entity of one of the United States, this Agreement and any action related thereto shall be governed by and construed in accordance with the laws of that State, without regard to conflicts of law principles, and if not, then by and with the laws of the State of California, without regard to conflicts of law principles. In the latter case the Parties agree to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement, and further irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. In either case the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, and any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed

or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war or terrorism, acts of God, earthquake, flood, pandemic, embargo, labor shortage, governmental act or failure of the Internet (not resulting from the actions or inactions of Illuminate); provided that the delayed party (i) gives the other party prompt notice of such cause, (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance, and (iii) not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of ninety (90) calendar days, Client or Illuminate may elect to terminate the Agreement upon notice to the other Party.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the

same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **No Third-Party Rights.** This Statement of Work is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Statement of Work shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.

(k). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(l). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy, the attached Client Order, subsequent Client Order(s) (if applicable), Illuminate's SOWs (if applicable), and Client's purchase order (excluding any terms or conditions therein that conflict with a Client Order, SOW or this Agreement) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. Any terms or conditions in Client's purchase order, data agreement or other document do not form a part of this Agreement and are not binding on Illuminate, unless expressly agreed in a writing signed by both Parties. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, INC.

CLIENT: _____

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL OF COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR FISCAL YEAR 2019-20

SUBMITTED BY: Michael Murray, Director of Business Services

DATE FOR BOARD CONSIDERATION: April 13, 2021

RECOMMENDATION:

It is recommended the Governing Board approve the Comprehensive Annual Financial Report (CAFR), Single Audit, and USFR questionnaire for fiscal year 2019-20.

RATIONALE:

The Lake Havasu Unified School District #1 is required to obtain an annual financial audit because the district expends \$750,000 or more in federal awards, subject to the requirements of the Single Audit Act Amendments of 1996 and the implementing regulations of the Office of Management and Budget (OMB). The audit firm of Heinfeld and Meech has provided their final report. The report has been sent electronically, for your review. Copies of the report will be provided to the Arizona Department of Education and the Auditor General's offices.

Electronic copies of the above listed items will be sent to the Governing Board prior to the meeting. The public may request an electronic copy of the Audit from the Superintendent's Office.

A permanent copy of the report will be kept on file in the business office for future reference.

Approved for Transmittal to Governing Board


Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL TO REQUEST APPLICANTS FOR EMPLOYEE BENEFIT TRUST BOARD TRUSTEES

SUBMITTED BY: Michael Murray, Director of Business Services

DATE FOR BOARD CONSIDERATION: April 13, 2021

RECOMMENDATION:

It is recommended the Governing Board approve a request to begin the application process and advertise upcoming vacancies for two Employee Benefit Trust (EBT) board positions.

RATIONALE:

In alignment with A.R.S. 15-382C, the "Amended Agreement and Restated Declaration of the Lake Havasu Unified School District #1 Employee Benefit Trust" (EBT Trust Agreement) states the Trust will be administered by either 5 or 7 voting trustees appointed by the LHUSD#1 Governing Board. The Trust agreement stipulates that EBT trustees serve a 3 year term, and with the restated agreement, may only serve two consecutive 3 year terms.

Two current EBT trustees' term expires on June 30, 2021. The application process will be open to all interested individuals. A member whose term is expiring may re-apply, conditional to the terms outlined in the Trust agreement. The Governing Board will follow policy EIC Self-Insurance Programs (Employee Benefit Trust) adopted October 17, 2017. It is anticipated with the move to Northwest Arizona Employee Benefit Trust, no LHEBT board terms will extend beyond 2022.

Current EBT board trustees are as follows:

Amy Barney	Employee/Community Member	Expiration 6-30-2021
Julie Sasseen	Community Member	Expiration 6-30-2021
Marcia Cox	Community Member	Expiration 6-30-2022
Vacant	Community Member	Expiration 6-30-2022
Stephanie Lueras	Community Member	Expiration 6-30-2023

Approved for Transmittal to Governing Board


Superintendent

EIC-E

EXHIBIT

SELF - INSURANCE PROGRAMS (Employee Benefit Trust)

LAKE HAVASU UNIFIED SCHOOL DISTRICT

On behalf of the Lake Havasu Unified School District #1(LHUSD) Governing Board and the district staff, we are very pleased that you have expressed an interest in serving on our Employee Benefit Trust (EBT) Board. This board plays a pivotal role in our employee benefit plan which in turn is critical to the recruitment and retention of employees to our school district, as well as to maintaining the overall health of our community.

It is the volunteerism and help of our residents that links our community together, and your willingness to participate and to share your knowledge and experiences is truly appreciated.

This packet includes a profile of the EBT board, and is intended to provide you with helpful information about the role appointed members have when serving. It is hoped that once you have reviewed this information, you will visualize yourself serving on our board, knowing that you can contribute to its success. Serving takes time, commitment, and vision, but our school community is well worth the effort!

You can apply for an appointment by completing the application included with this packet and returning it to the Lake Havasu Unified School District Superintendent's office.

THE ROLE OF THE EMPLOYEE BENEFIT TRUST BOARD

The Lake Havasu Unified School District #1 (LHUSD) Employee Benefit Trust was established in 1986 by the LHUSD Governing Board. The purpose of the EBT was to establish and maintain health and welfare benefits for employees of the LHUSD and their eligible family members to be administered by the trustees of the newly created Employee Benefit Trust.

Membership and selection of EBT board appointees are governed by the LHUSD Governing Board. Terms of members are three years unless otherwise specified, but members may be removed by majority vote of the LHUSD Governing Board at any time.

All board members must disclose conflicts of interest in accordance with state law. A conflict occurs when a public officer or employee personally has or whose relative has a substantial interest in any contract, sale, purchase or service to the school district, or any decision of the EBT board. Members must also refrain from voting on or otherwise participating in any manner in any contract, sale, purchase, service, or decision of the EBT relating to the conflicting interest.

LHUSD staff will provide information and materials to assist board members with their duties and responsibilities, and will offer suggestion to help accomplish board goals and objectives. Staff also has an obligation to present balanced information on issues so that both the positive and negative aspects can be readily identified.

EMPLOYEE BENEFIT TRUST BOARD

Purpose: To establish and maintain a self insurance program of providing and maintaining health and welfare benefits for Employees of the School District, and for certain eligible members of their families within and according to the provisions of A.R.S.§15-382;

Composition: The Trust shall be administered by either five (5) or seven (7) voting Trustees, appointed by the School District Governing Board for no more than two (2) consecutive, three (3) year terms.

Time: The Board meets annually and may meet quarterly or on an as-needed basis.

Commitment: Attend regular and special meetings; members must also review meeting agendas and materials prior to scheduled meetings.

Responsibilities: Manage the Trust funding, enter into contracts and make decisions as required to provide the benefits delineated in the Trust agreement.

Minimum Qualifications: Members must be residents of Lake Havasu City and be at least 18 years of age.

Desired Qualifications: Knowledge of or experience in one or more of the following fields- financial, insurance, legal, medical/health, administrative, governance; experience serving on a nonprofit board; commitment to volunteer service for the betterment of the Lake Havasu community.

Contacts and Relationships: Members interact with LHUSD staff, consultants, vendors, members of the general public and all other persons and groups who may have business that is within the authority of the EBT Board. Although decisions under the purview of the EBT Board are final and cannot be appealed to the LHUSD Governing Board, the EBT trustees may, from time to time, meet with the LHUSD board members in a forum such as a workshop or subcommittee.

Process: Complete and submit the attached application to the Lake Havasu Unified School District, Superintendent's Office. Applicants will be invited to an LHUSD Governing Board meeting at which time applications will be reviewed and questions may be asked. Final selection will occur at the public meeting of the LHUSD board.

Lake Havasu Unified School District
2200Havasupai Blvd. | Lake Havasu City, AZ 86403
Phone: (928) 505-6925 | Email: terry.fleming@lhusd.org

Application for Appointment Employee Benefit Trust Board

The LHUSD Governing Board is responsible to appoint interested citizens to the Employee Benefit Trust Board. You are invited to attend the evening Board meeting when appointment is to be considered and be prepared to answer questions. The Board Secretary will inform you of the meeting date.

SECTION I:

Name: _____ Email: _____

Home Address: _____

City: _____ State: _____

Mailing Address: _____

Home Phone: _____ Work/Alt: _____

Number of Years Residing in Lake Havasu City: _____

Name of High School and/or College*	Degree	Year
_____	_____	_____
_____	_____	_____

Currently Employed? Yes No

Current Employer**: _____ # of year employed: _____

City: _____ State: _____

** Please attach a resume to show additional education and work experience.*

*** (If retired, indicate last employer prior to retirement)*

Do you have any relatives that are employed with Lake Havasu Unified School District?

Yes No

If yes, explain:

SECTION II:

Have you previously served on a nonprofit board or commission? Yes No
If yes, indicate Board and years served:

Why do you want to serve on the Employee Benefit Trust Board?

Civic/Community activities (include civic clubs, volunteer activities, service organization, etc.):

List additional qualifications or experience you believe qualifies you to be on the Employee Benefit Trust Board:

Signature: _____ Date: _____

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL OF CONTRACTED SERVICES THROUGH EDUCATIONAL SERVICES, INC., FOR SUBSOURCE PROGRAM

SUBMITTED BY: Jaime Festa-Daigle, Director, Personnel/Technology

DATE FOR BOARD CONSIDERATION: April 13, 2021

RECOMMENDATION:

It is recommended that the Governing Board approve the contract for services with Educational Services, Inc., (ESI) for the SubSource program for the 2021-22 school year.

RATIONALE:

LHUSD is recommending the continuation of contracted services with ESI. Had LHUSD employed long term substitutes during 20-21 school year, our cost for health care, benefits, and accrued leave would be approximately \$95,000 for the year. Through March 4, LHUSD has spent \$373,023 with ESI for SubSource to pay for substitutes.

ESI provides substitute fairs throughout the year to grow the certified and classified substitute pool. They also provide training and onboarding services that are determined by LHUSD to align with our goals. ESI currently provides 54 substitutes for LHUSD.

Employers must permit employees to accrue (and use) up to 40 hours of paid sick time per year. ESI will continue to track this benefit and pay for all eligible sick time without impact to the availability of substitutes for the District.

Our substitutes will continue to work with our sub coordinator and use Frontline to accept jobs. Our teachers and administrators will continue to be able to request specific substitutes through Frontline, work with our sub coordinator and provide feedback.

Cost to the District will continue to be 10% of daily rate of substitute pay.

Educational Services Inc. is currently on MESC Contract 17A-ESI-0518.

This contract has been reviewed by purchasing and legal counsel.

Approved for Transmittal to Governing Board



Superintendent



Employee Staffing Agreement

This Agreement for Employee Staffing Services (“Agreement”) is entered into in the State of Arizona effective July 1, 2021 (“Effective Date”), by and between Lake Havasu Unified School District (“Client”), and Educational Services, Inc., an Arizona corporation (“ESI”).

RECITALS

- A. ESI is a corporation in the business of providing employee staffing services.
- B. Client is an entity within the State of Arizona and desires to obtain certain staffing services (“Services”) from ESI. ESI is willing to provide Services to Client upon the terms and conditions contained in this Agreement.
- C. This Agreement provides for the allocation between Client and ESI of responsibilities with respect to covered employees (“Workers” pursuant to Section 2 below).
- D. This Agreement shall not diminish, abolish, or remove any rights of Workers against the Client, or obligations of the Client to any Workers, if any, that existed before the Effective Date of this Agreement.
- E. Client and ESI agree to be bound by the terms and conditions set forth in any applicable cooperative contract purchasing agreement.
- F. Client is authorized to enter into this Agreement pursuant to A.R.S. § 15-502(A).

AGREEMENT

In consideration of the foregoing recitals, and mutual promises contained herein, Client and ESI agree as follows:

1. RELATIONSHIP OF THE PARTIES

ESI is an independent contractor and shall perform its obligations under this Agreement as an independent contractor. All Workers provided by ESI to perform Services for Client pursuant to this Agreement shall be employees of ESI and not of Client. Client has the right to direct Workers only to the extent necessary to conduct the Client’s business, and operations, and to comply with licensing and certification requirements that apply to the Client, or to any Worker. In all other respects, ESI retains full control over the employment, direction, supervision, evaluation, compensation, discipline, and discharge of Workers performing Services under this Agreement. Nothing contained in this Agreement will be construed to create a joint

venture or partnership, or the relationship of principal and agent, or employer and employee, between ESI and Client.

2. **WORKER**

In this Agreement, the term “Worker” or “Workers” means an individual(s) (a) employed by ESI in Arizona to work in Arizona, (b) who is performing Services for Client pursuant to this Agreement, (c) who has completed ESI’s required hiring and onboarding process forms, and, where applicable, is certificated or licensed as required by law for the position in which ESI places the Worker.

ESI will not place into employment positions with the Client any Worker who does not possess, or have the ability to possess, all necessary certification and endorsements or licenses for the position assigned.

ESI will maintain equal employment opportunity and anti-discrimination policies, including complaint procedures that address discrimination, and/or harassment claims. ESI retains the right to make a final determination as to whether to hire a Worker.

3. **TERM OF AGREEMENT**

The initial term of this Agreement will be one (1) year following the Effective Date. Upon the expiration of the initial term, this Agreement may be renewed annually upon mutual agreement of both parties. This Agreement does not automatically renew at the end of each year.

4. **TERMINATION**

A. **Workers, Without Cause.** Notwithstanding any other provision of this Agreement, Client may request termination of, and ESI may terminate, any Worker at any time without cause upon the submission of at least thirty (30) calendar days advance written notice.

B. **Workers, With Cause.** Notwithstanding any other provision of this Agreement, Client may request termination of, and ESI may terminate, any Worker upon written notice to ESI upon the occurrence of any of the following:

(1) A material breach by ESI, or a Worker of any of ESI’s or Worker’s obligations under this Agreement, or under the Worker Contract.

(2) If a Worker embezzles or misappropriates Client funds or property, defrauds Client, is convicted of a felony, or of any crime involving moral turpitude, has his or her certification or other licensing required for the position for which employed by ESI revoked or suspended, fails to maintain a valid fingerprint card if one is required by Client, commits an

act or omission which constitutes a breach of the Worker Contract, violates the policies of the Client applicable to Client's own employees, commits an act of unprofessional conduct, or commits an act that adversely affects the reputation of Client.

(3) Death or Permanent Disability of a Worker occurring any time during the term of this Agreement, in which event this Agreement (as it relates to the Worker) shall terminate as of his or her death or Permanent Disability. "Permanent Disability" shall mean the Worker is unable to perform his/her essential job duties, with or without reasonable accommodation, for a period of more than sixty (60) days.

(4) If it is later discovered that a Worker has made any material misrepresentations or has failed to provide any material representations in connection with the information provided to ESI.

C. Agreement. This Agreement may be terminated by either party, for any reason, at any time prior to the expiration of the Term, by providing ninety-day (90) written notice to the other Party, in the manner described in Section 27.

5. **SCOPE OF SERVICES**

In collaboration with Client, ESI shall supply Workers and shall perform the following services:

- A. Recruit, hire, train, evaluate, compensate, place, replace, supervise, discipline, and terminate Workers.
- B. Maintain a recruiting and hiring program that is in compliance with federal and state laws, rules and regulations, equal opportunity, and anti-discrimination policies applicable to, and restricting, the hiring and selection process, including, but not limited to, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans With Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the Fair Credit Reporting Act ("FCRA"), the Arizona Civil Rights Act ("ACRA"), and the Arizona Employment Protection Act ("AEPA").
- C. Maintain a system of statewide background checks on all Workers provided to Client to include pre-screening, credentialing, licensure, statewide criminal background check, and fingerprinting, the results of which shall be made available to Client upon request to the extent permitted by law. ESI shall ensure that all Workers possess all certifications and licenses necessary to perform their assignments.
- D. Maintain a system of evaluation, which can be the Client's evaluation systems and instruments.

- E. Maintain a program of supervision that enforces appropriate policies and procedures. In order to maintain the program, ESI may designate one or more on-site ESI employees as the supervisor, and/or, ESI contact responsible for addressing and responding to Workers.
- F. Provide each Worker with information regarding his or her obligation to comply with applicable safety, drug/alcohol, anti-harassment, anti-discrimination, anti-retaliation, and conduct policies.
- G. Inform each Worker in writing that s/he is employed by ESI, and not employed by the Client.
- H. Inform each Worker in writing that job related illness/injury reports are to be made to the Client, and ESI's on-site supervisor, or ESI contact, and provide information on where and how reports are to be made to the Client and ESI supervisor or contact. Worker must coordinate with ESI, or ESI's representative, for non-emergency treatment, and not the Client, or Client's representative.
- I. Pay Workers in compliance with applicable wage and hour laws, including, but not limited to the Fair Labor Standards Act ("FLSA"), the Fair Wages and Healthy Families Act, and Arizona Labor Code. ESI shall maintain complete and accurate records of all wages paid to a Worker assigned to provide services to Client. ESI shall be exclusively responsible for, and will comply with, applicable law governing the reporting and payment of wages, payroll-related, and unemployment taxes attributable to wages paid to Workers assigned to provide services to Client.

For SubSource Workers (substitutes), ESI will track, account and pay for paid sick time in accordance with the Fair Wages and Healthy Families Act (FWHFA). These costs for SubSource Workers will not be invoiced to the Client and will be ESI's responsibility.

For RetireRehire Workers (return-to-work retirees), Client will be responsible for providing paid leave equal to or greater than the amount required under the FWHFA. The annual allotment of a RetireRehire Worker's paid sick leave will not be accrued but will be granted by Client in full via a lump sum dispersal at the start of the RetireRehire Worker's contracted employment period. Client will have discretion in determining the type and quantity of paid leave so long as this paid leave allotment meets the requirements of the FWHFA.

Hourly employees will not be allowed to accrue "comp time," and will be paid their proper overtime rate, 1 ½ times their regular hourly rate, for any hours worked over 40 hours in a workweek, as required by applicable law. If an authorized timesheet approver (employee of Client) approves a Worker

timesheet with overtime hours on it, ESI must pay that overtime, and will bill Client accordingly for that overtime.

- J. Be responsible for the adequacy of the services provided by Workers pursuant to this Agreement.
- K. ESI shall perform all other responsibilities with respect to Workers otherwise required of an employer, and not assumed by Client pursuant to this Agreement.

6. **APPROVAL OF SUPPLIED WORKERS**

Client has the right, but not the obligation, to pre-approve any Worker provided by ESI to fill a position for which the Client has contracted with ESI to provide. The Client has the right to reject any Worker prior to, or, at the time of placement for any lawful reason. Client may recommend that ESI impose discipline upon any Worker for any lawful reason, and ESI may, in its own right, impose discipline, up to and including dismissal, upon any Worker for any lawful reason. ESI retains the sole right to determine if rejection, discipline, or dismissal of a Worker is for a lawful reason.

7. **ADMINISTRATIVE FEES**

Client will pay ESI an administrative fee in accordance with the Fee Schedule, attached as **Exhibit A**.

Client will also pay ESI for all associated employer's payroll liabilities for the Workers. Payroll liabilities are subject to adjustment with any changes in job functions, or positions of Workers, increases in payroll taxes, including, but not limited to changes in FICA (OASDI/Medicare), federal or state unemployment tax rates, workers' compensation rates, or any government mandated insurance requirement that is not already known or currently required, or any government mandated wage increases. Any such adjustments will be effective on the date of the increase or change.

8. **PRE-PAYMENT INCENTIVE**

ESI pays Workers for their services to Client before receiving corresponding payment from Client. Therefore, ESI offers a pre-payment incentive in the Contract Administrative Fee if Client pre-pays for Services as defined per **Exhibit A**.

9. **PAYMENT TERMS**

ESI will bill Client with invoices as "net 30." An 8% per annum late payment charge will be assessed for any payment that is not received within 30 days of invoice.

10. **WORKERS' COMPENSATION**

- A. ESI will be considered the "employer" of all Workers for the purposes of providing workers' compensation insurance within the meaning of A.R.S. § 23-901. ESI shall provide workers' compensation and employer's liability insurance in accordance with the statutory requirements of the State of Arizona, including Employer's Liability insurance with limits of liability of not less than \$1,000,000 each accident, and \$1,000,000 bodily injury or disease. The workers' compensation policy shall be endorsed to include the Alternate Employer Endorsement and shall include a waiver of subrogation in favor of Client from the workers' compensation insurer.
- B. Client and ESI understand, agree, and acknowledge that no individual will be covered by ESI's workers' compensation insurance, or be issued a payroll check unless and until that individual has, prior to commencing work for the Client, satisfied the requirements and definition of a "Worker" under Section 2 of this Agreement.
- C. Client understands, agrees, and acknowledges that the workers' compensation insurance that ESI will provide under this Agreement will only cover individuals who are employed by ESI, and that such ESI's workers' compensation insurance will not cover other individuals who might perform services for Client, whether as employees, independent contractors, or otherwise. Client agrees to provide workers' compensation insurance or maintain a program of approved self-insurance covering Client's own employees.

11. **CLIENT'S LIABILITY INSURANCE**

Client will provide liability indemnity protection to the Workers performing Services under this Agreement, and ESI, to the extent that the Worker is providing services for the Client, and the Worker is acting within the course and scope of the authorization granted. The provision of liability indemnity protection shall not be construed as evidence that the relationship between the parties and Workers is other than specifically provided for and agreed to in this Agreement.

The coverage provided will be made available to Workers as an additional covered party under the terms of the Client's insurance coverage. Coverage will be made available by the Client's insurance company to Workers on the same terms and conditions as coverage is made available to Client employees. ESI shall be named an additional covered party to the Client's insurance agreement but only to the extent that ESI is vicariously liable for the acts of Workers while Workers are performing services for Client but not for any actual or alleged wrongful act, error or omission of ESI in its own right (e.g., claims of negligent hiring, supervising or retention, employment discrimination, etc.).

12. **ESI'S LIABILITY INSURANCE**

ESI shall maintain in full force and effect at all times during the term of this Agreement Commercial General Liability ("CGL") insurance with limits of liability of not less than one million dollars (\$1,000,000) per occurrence, and if such Commercial General Liability insurance contains a general aggregate limit of liability, the limit of liability shall be at least two million dollars (\$2,000,000).

13. **PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA)**

The parties believe that all Workers are the common law employees of ESI and that ESI is an applicable large employer for purposes of compliance with the requirements of Code Section 4980H. Accordingly, ESI offers full-time Workers and their "dependents" (as defined in any regulations or other guidance issued under Code Section 4980H) the opportunity to enroll in ESI's "minimum essential coverage" (as defined in Code Section 5000A(f) and any regulations or other guidance issued thereunder) under an "eligible employer-sponsored plan" (as defined in Code Section 5000A(f)(2) and any regulations or other guidance issued thereunder) at least once per year. Such coverage will provide "minimum value" (as defined in Code Section 36B(c)(2)(C)(ii) and any regulations or other guidance issued thereunder).

In addition, ESI will determine full-time employee status for all Workers using the "look-back measurement method" (as defined in the regulations or other guidance issued under Code Section 4980H) and will conduct the necessary tax reporting as required by Code Sections 6055 and 6056, including the timely furnishing of all Forms 1095-C to applicable individuals and the timely filing of all Forms 1094-C and 1095-C with the Internal Revenue Service.

Each party agrees to provide the other party timely notice of any penalty assessment or other correspondence from the Internal Revenue Service or other governmental agency with respect to Code Section 4980H compliance as it applies to the Workers covered by this Agreement. For this purpose, notice shall be considered timely if provided to the other party no later than 20 days before a corresponding response is due to the Internal Revenue Service or other governmental agency.

14. **ADMINISTRATION**

A. All Workers assigned to fill positions with the Client are employees of ESI. ESI is responsible for administrative employment matters, such as transmission of all federal, state, and local employment tax payments, providing workers' compensation insurance, as well as management of fringe benefit programs for Workers. ESI agrees to pay, and hold harmless, Client from any and all tax penalties, assessments, or governmental charges in connection with all or any of the Services provided under the terms of this Agreement. Client is responsible for payment of the Alternative Contribution to the Arizona State Retirement System for any amounts that may be due for individual Workers.

- B. Client will immediately forward to ESI any garnishment orders, involuntary deduction orders, notices of IRS liens, and other forms of legal process received by Client affecting payment of wages to Workers and will cooperate with ESI in responding thereto.
- C. Workers will receive compensation for services rendered pursuant to this Agreement solely through ESI. It is a material breach of this Agreement for Client to pay any Worker in cash, or by any other means for any Services rendered. Any individual whom a Client pays directly for any Services rendered will not be considered a Worker under this Agreement as to the Services for which the Client provides payment. Further, ESI shall provide Workers with unemployment insurance coverage to the extent required by law.
- D. ESI shall warrant compliance with all federal immigration laws and regulations that relate to Workers, and that it has verified employment eligibility of each Worker through the e-verify program.
- E. Upon Client's reasonable request, ESI will provide documentation showing compliance with Section 14(D) with respect to any Worker.
- F. If Client engages in ESI's RetireRehire service, Client RetireRehire Terms, attached as **Exhibit B**, summarizes Client's return-to-work program. Client has sole discretion to set terms. Terms may be changed by Client at any time upon written notice to ESI.
- G. If Client requires Worker to operate Client vehicles, Client shall assume full responsibility for transportation safety, vehicle maintenance, training Worker in the basic operational necessities of operating Client's vehicle, vehicle safety inspections, environmental compliance, and all government requirements and compliance relating to Worker's operation of Client's vehicle.

15. **PROTECTED LEAVES OF ABSENCE**

- A. The Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") protects civilian job rights and benefits for military servicemembers, veterans, and members of Reserve components. Client agrees to provide for any necessary leaves of absence, employment, and/or reemployment positions in the event that Workers are called away for or return from military service, pursuant to the requirements of USERRA.
- B. The Family and Medical Leave Act ("FMLA") protects job rights, leave, benefits, and re-instatement rights of eligible employees after the employee has been on approved FMLA leave. Client agrees to provide for any necessary leaves of absence, employment, and/or reemployment positions in the event

that Workers go on leave or return from leave, pursuant to the requirements of the FMLA.

16. SAFE WORK ENVIRONMENT

- A. ESI and its Workers will comply with all health and safety laws, regulations, ordinances, directives, and rules imposed by controlling federal, state, or local governments, and will immediately report all work-related accidents involving the Worker within 24 hours to Client.
- B. If applicable, and appropriate, Client will provide the Workers with personal protective equipment as required by federal, state, local law, regulations, ordinance, directive, or rule.
- C. ESI or its workers' compensation carrier has the right to inspect the Client's premises and operation but is not obligated to conduct any inspections. ESI reserves the right to audit safety activities. ESI, or its insurers, may give reports to Client on the conditions found at Client's worksites. Client will supply documentation related to safety activities as prescribed by law (e.g., safety meeting, training maintaining OSHA log). Neither ESI's insurer nor ESI warrants the result of the inspections, or the absence thereof, or that the operations or premises are in compliance with any laws, regulations, codes, or standards.
- D. Client will ensure that all facilities where the Workers perform services are in compliance with any and all applicable federal, state, and/or local laws, regulations, codes, or standards.

17. SUPERVISION

- A. ESI, in coordination with Client, will provide direction, supervision, training, and control of each Worker in the performance of the Services. Client will provide daily monitoring of the Workers and will report to ESI. ESI may designate at least one (1) on-site supervisor from among the Workers assigned to complete the Services. This on-site supervisor may direct the operational and administrative matters relating to the Services and may be under the direct supervision of ESI. If ESI fails to designate an on-site supervisor, Workers assigned to perform Services for the Client shall remain responsible to ESI or designee.
- B. ESI shall determine the procedures to be followed by Workers regarding the time and performance of the Workers' job functions and duties, and these will coincide with Client requirements regarding time and performance of same. Client agrees to cooperate with ESI in the formation of such policies and procedures and permit ESI to implement its policies and procedures relating to the Workers.

- C. Client may make all non-routine directives through ESI's on-site supervisor, or if an on-site supervisor is not provided, then through ESI or designee.

18. **INDEMNIFICATION**

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury to any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. In addition, Client agrees to indemnify, defend, and hold harmless ESI for any (i) breach of any representation, warranty or obligation of Client set forth in this Agreement; and (ii) any claim that any work product or Client's receipt or use thereof infringes on any intellectual property right of a third party. For Workers operating Client vehicles, Client hereby agrees to indemnify, defend, and hold harmless ESI for any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) resulting from a vehicular incident, but only to the extent that the Workers are operating Client's vehicles within the course and scope of authorization granted by the Client.

ESI shall be solely responsible and shall indemnify the Client for any assessment, assessable payment, fine, penalty, or other liability assessed against ESI or the Client that arises in connection with ESI's failure to: (i) offer minimum essential coverage that provides minimum value consistent with Section 13 of this Agreement; (ii) timely and accurately furnish and file information returns consistent with Section 13 of this Agreement; or (iii) otherwise comply with the requirements of Code Section 4980H and any regulations or other guidance issued pursuant thereto. Notwithstanding the foregoing, ESI shall not be responsible and shall not indemnify the Client for any assessment, assessable payment, fine, penalty, or other liability assessed against ESI or the Client that arises in connection with Client's failure to: (i) offer minimum essential coverage to its common law employees pursuant to an eligible employer-sponsored plan; (ii) offer coverage that provides minimum value and that is "affordable," within the meaning of Code Section 4980H and any regulations or other guidance issued pursuant thereto; or (iii) provide timely notice of any penalty assessment or other correspondence from the Internal Revenue Service or other governmental agency as described by Section 13 of this Agreement.

The Indemnitee hereunder shall promptly notify the Indemnitor in writing of any claim, suit, action or proceeding and cooperate with the Indemnitor at the Indemnitee's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such claim, suit, action or proceeding and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitor shall not settle any claim, suit, action or proceeding

in a manner that adversely affects the rights of the Indemnitee without the Indemnitee's prior written consent. The Indemnitee's failure to perform any obligations under this section shall not relieve the Indemnitor of its obligations under this section except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own expense.

The parties agree that this Section 18 constitutes the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

19. **ADJUDICATION OF AGREEMENT**

If any court or arbitrator of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the parties desire and agree that the remaining parts of this Agreement will nevertheless continue to be valid and enforceable.

20. **LIMITATION OF LIABILITY**

CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT CLIENT'S SOLE REMEDY IN THE EVENT OF ESI'S BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT IS TO TERMINATE THIS AGREEMENT AND RECEIVE, WITHIN THIRTY (30) DAYS AFTER THE TERMINATION DATE, A REFUND FOR ANY FEES THAT CLIENT PAID ESI AS OF THE TERMINATION DATE FOR SERVICES THAT WERE NOT PERFORMED AS A RESULT OF ESI'S BREACH. FURTHER, ESI SHALL HAVE NO FURTHER LIABILITY OR OBLIGATION TO CLIENT WHATSOEVER, SUCH AS LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. CLIENT ACCEPTS THE RESTRICTIONS ON CLIENT'S RIGHT TO ADDITIONAL RECOURSE AS PART OF CLIENT'S BARGAIN WITH ESI.

21. **ATTORNEYS' FEES**

Should any litigation be commenced between the parties hereto concerning the terms of this Agreement, or the rights and duties of the parties under this Agreement, the prevailing party in such litigation shall be entitled to, and in addition to any other relief that may be granted, the prevailing party's attorneys' fees and costs.

22. **MODIFICATIONS OR WAIVER OF AGREEMENT**

No modification or waiver of this Agreement will be valid unless the modification or waiver is in writing and signed by the designated representative of the Client and a Director-level employee or above of ESI. The failure of either party at any time to insist upon the strict performance of any provision of this Agreement will not be construed as a waiver of the right to insist upon the strict performance of the same provision, at any future time.

23. **ENTIRE AGREEMENT**

This Agreement, including the Recitals and Exhibits, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to its subject matter.

24. **BINDING NATURE OF AGREEMENT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. For the avoidance of doubt, ESI has the right to assign its rights and obligations under the Agreement to any assignee, successor, and/or subsequent owner, whether as a result of a merger, acquisition, or other change in ownership.

25. **CONSTRUCTION; INTERPRETATION; MODIFICATION**

This Agreement is intended to express the mutual intent of the parties, and no rule of strict construction shall be applied against the drafting party. In this Agreement, the singular includes the plural, and the plural the singular; words imparting gender include both genders; references to "writing" include printing, typing, electronic writing and other means of reproducing words in a tangible visible form; the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation". The term "person" shall include an individual, corporation, joint venture, partnership, trust, estate, association or any other entity. This Agreement may not be modified or amended other than by a writing signed by the party to be charged with such modification or amendment.

26. **WARRANTY**

Pursuant to the provisions of A.R.S. § 41-4401, each party warrants to the other party that it is in compliance with all Arizona and federal immigration laws and regulations that relate to its employees and Workers and with the E-Verify program under A.R.S. § 23-214(A). Each party acknowledges that its breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each party retains the legal right to inspect the papers of any employee/Worker of the other party or any independent contractor who works on this Agreement to ensure compliance with this warranty.

27. **NOTICES**

All notices or other communication required or permitted under this Agreement shall be in writing, and shall be made by hand delivery, or overnight courier, or prepaid

first-class certified mail, with an additional copy (which does not constitute notice) sent via email. Notice to ESI shall be sent to:

Educational Services, Inc.
14614 N. Kierland Blvd, Suite 230
Scottsdale, AZ 85254
ATTN: ESA Administrator
Email: hr@esiaz.us

Notice to Client shall be sent to Client at the address set forth on the signature page hereto.

28. **NO RULE OF STRICT CONSTRUCTION**

Both parties have approved the language of this Agreement, and no rule of strict construction will be applied against either party.

29. **HEADINGS**

The descriptive headings of the paragraphs and subparagraphs of this Agreement are intended for convenience only, and do not constitute parts of this Agreement.

30. **COUNTERPARTS**

This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

31. **ARBITRATION**

In the event of any dispute between the parties to this Agreement arising out of, relating to, or in connection with the provisions of this Agreement, or the performance hereunder, the parties hereby agree that any such dispute shall be exclusively submitted to, and resolved in, binding arbitration. The arbitrator shall be selected by mutual agreement of the parties. The arbitrator's decision and/or award shall be final and binding. The prevailing party, if any, shall be entitled to reasonable attorney's fees and costs. Arbitration shall take place in Mohave County, Arizona.

32. **GOVERNING LAW**

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all mandatory contract provisions of state agencies required by statute or executive order.

33. **VALIDITY**

This Agreement shall be valid and enforceable only after the designated representative of both Client and ESI has signed it.

34. **CANCELLATION FOR CONFLICT OF INTEREST**

Pursuant to A.R.S. § 38-511, the Client may, within three (3) years after its execution cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the Client is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity, or a consultant to any other party to the contract with respect to the subject matter of the contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated at their respective signatures below.

Effective Date: July 1, 2021.

“Client”

EDUCATIONAL SERVICES, INC.,
an Arizona corporation

By: _____

By: _____

Its: _____

Its: _____

CLIENT ADDRESS FOR NOTICE:

Street Address: _____

City, State, Zip Code: _____

**EXHIBIT A
Fee Schedule**

ESI Cooperative Contracts

All fees are defined through the following cooperative contracts. The following is a summary of key terms and may be subject to change. Refer to the specific governing cooperative contract for current detailed fee terms.

IGovernment Procurement Alliance (IGPA) Contract No. 17-14PV-02

and

Mohave Educational Services Cooperative Contract No. 17A-ESI-0518

RetireRehire

ASRS Retired Member Leased Employees: excludes Substitutes

- 5.00% of gross salary

SubSource

Certified and Classified Substitutes

- 10.00% of gross salary

Pre-Payment Incentive

Pre-payment of at least 80% of estimated fiscal year expenditure required. Incentive is a 0.50 percentage point reduction of the base admin fee. Example: For ASRS Retired Member Leased Employees (excludes substitutes), the base admin fee of 5% would be reduced to 4.50%.

EXHIBIT B
Client RetireRehire Terms

Certified Employees

Contractual Salary (% of Exiting Salary)	80%
Supplemental Pay (% of Pay Rate)	80%
Performance Pay	No
Insurance Support	No
Leave	Yes, 1 day per each month of contract
Holiday Pay	Yes
Program Application Period	No
Time Limit with ESI	One Year

Other Special Provisions:

Classified Employees

Same as Certified Employees

Contractual Salary (% of Exiting Salary)
Supplemental Pay (% of Pay Rate)
Performance Pay
Insurance Support
Leave
Holiday Pay
Program Application Period
Time Limit with ESI

Other Special Provisions:

Administrators

Same as Certified Employees

Contractual Salary (% of Exiting Salary)
Supplemental Pay (% of Pay Rate)
Performance Pay
Insurance Support
Leave
Holiday Pay
Program Application Period
Time Limit with ESI

Other Special Provisions:

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM**TOPIC:** APPROVAL OF PURCHASE - COMPUTER REPLACEMENT FOR LABS**SUBMITTED BY:** Jaime Festa-Daigle, Director of Personnel/Technology
Sean Baker, Technology Supervisor**DATE FOR BOARD CONSIDERATION:** April 13, 2021**RECOMMENDATION:**

LHUSD Technology Department recommends replacing 70 student computers at Thunderbolt with new Lenovo computers with a 3-year manufacturer's warranty at a total purchase not to exceed \$40,000.

RATIONALE:

Replace aging computer systems in 2 of the fulltime Computer Teaching Lab classrooms at Thunderbolt (70 total). The existing systems have been in use for 3-5 years. The existing computers will be refurbished in-house to replace student computers that are marked for recycle. The vendor chosen is DHE Computer Systems.

BACKGROUND:

During planning for the 2017 and 2020 bond issuance, funding for replacements of student computers were approved.

COSTS / FUNDING:

The current bond issuance provides funding for a districtwide replacement.

- Total purchase not to exceed \$40,000.
- 3 separate vendor quotes were obtained. DHE matched our needs by way of product, price & availability.

PROJECTED TIMELINE:

The computers will be prepared and installed by the LHUSD Technology Department this summer and be ready for use at the beginning of the school 21-22 year.

This has been reviewed by the Purchasing Department and Legal.

Approved for Transmittal to Governing Board


Superintendent



Quote

Quote Date:
Quote #:

3/4/2021
40982

Bill To: Lake Havasu Unified School District Accounts Payable 2200 Havasupai Boulevard Lake Havasu City, AZ 86403	Ship To: Lake Havasu Unified School District Stacy Angus 2200 Havasupai Boulevard Building B (Materials) Lake Havasu City, Arizona 86403
--	--

Phone: 928.505.6916	E-mail: Kathie.Schuler@lhusd.org
---------------------	----------------------------------

Quote Expires:	P.O. NO.	Rep	Terms
06-30-2021	Required	DH	Net 30

Item	Description	Qty.	Price	Total
11JKS0ME00	Desktop TC M75q Gen2_AMD - Windows 10 Pro 64 - AMD Ryzen 5 Pro 4650GE Processor(3MB Cache, Max Boost up to 4.20GHz) - 8GB DDR4 3200MHz SoDIMM - 256GB SSD M.2 2280 NVMe TLC OP - 65W adapter - Intel Wi-Fi 6 AX200 2x2AX, Bluetooth Version 5.0 - 3YR Warranty	35	482.00	16,870.00T
TAX FREIGHT	Tax charged by distribution - Lake Havasu SD 7.6 % Free Shipping	1	1,282.12 0.00	1,282.12T 0.00

Pricing is firm for 30 Days after receipt of quotation

After 30 Days, pricing is subject to change without notice. Please contact your account manager for more information. 888.290.6050 or Sales@dhecs.com

Subtotal	\$18,152.12
Sales Tax (0.0%)	\$0.00
Total	\$18,152.12

Signature: _____ Date: _____

DHE Computer Systems - 7076 S Alton Way, Building C, Centennial CO 80112



Quote

Quote Date: 3/25/2021
Quote #: 41269

Bill To: Lake Havasu Unified School District Accounts Payable 2200 Havasupai Boulevard Lake Havasu City, AZ 86403	Ship To: Lake Havasu Unified School District Stacy Angus 2200 Havasupai Boulevard Building B (Materials) Lake Havasu City, Arizona 86403
--	--

Phone: 928.505.6916	E-mail: Kathie.Schuler@lhusd.org
---------------------	----------------------------------

Quote Expires:	P.O. NO.	Rep	Terms
06-30-2021	Required	DH	Net 30

Item	Description	Qty.	Price	Total
11JKS0ME00	Desktop TC M75q Gen2_AMD - Windows 10 Pro 64 - AMD Ryzen 5 Pro 4650GE Processor(3MB Cache, Max Boost up to 4.20GHz) - 8GB DDR4 3200MHz SoDIMM - 256GB SSD M.2 2280 NVMe TLC OP - 65W adapter - intel Wi-Fi 6 AX200 2x2AX, Bluetooth Version 5.0 - 3YR Warranty	35	482.00	16,870.00T
TAX FREIGHT	Tax charged by distribution - Lake Havasu SD 7.6 % Free Shipping	1	1,282.12 0.00	1,282.12T 0.00

Pricing is firm for 30 Days after receipt of quotation

After 30 Days, pricing is subject to change without notice. Please contact your account manager for more information. 888.290.6050 or Sales@dhecs.com

Subtotal	\$18,152.12
Sales Tax (0.0%)	\$0.00
Total	\$18,152.12

Signature: _____ Date: _____

DHE Computer Systems - 7076 S Alton Way, Building C, Centennial CO 80112



Search bar with magnifying glass icon

Save with B&H Payboo Learn How

DealZone Ends In 32:02:01

Hello, Log In My Account

My Cart

Photography Computers Pro Video Lighting Pro Audio Mobile TVs & Entertainment Camcorders Surveillance Optics Audio Visual More Used Specials

Free Expedited Shipping* to Lake Havasu City

Use the B&H **payboo** Card **SAVE THE TAX** Learn More

Home > Computers > Desktops & Workstations > Desktop Computers > HP ProDesk 405 G6

HP ProDesk 405 G6 Desktop Mini Computer

BH #HE405G62A4S9 • MFR #2A4S9UT#ABA ★★★★★ 1 review



New Release

New Item - Coming Soon

Share Print

Request Stock Alert

\$649.00

\$55/mo. suggested payments with 12 Mos. Promo Financing Learn More

Includes Free: 1 Item (\$24.99 value)

Save the Tax with the **payboo** Card

1

Preorder

Add to Wish List

Free Expedited Shipping

Savings Available:

Build Bundle Save Up to \$95.00

OVERVIEW

SPECS

Q&A

ADD-ON SAVINGS

ACCESSORIES



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your Premier page, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000080342430.1	Sales Rep	Dana Harris
Total	\$550.25	Phone	(800) 456-3355, 6180478
Customer #	813655	Email	Dana_Harris@Dell.com
Quoted On	Mar. 05, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	Apr. 04, 2021		LAKE HAVASU UNIFIED SCHOOL
Deal ID	15645017		2200 HAVASUPAI BLVD
			DISTRICT NO 1
			LAKE HAVASU CITY, AZ 86403-3798

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Dana Harris

Shipping Group

Shipping To	Shipping Method
ACCOUNTS PAYABLE LAKE HAVASU UNIFIED SCHOOL 2200 HAVASUPAI BLVD LHDUSD #1 LAKE HAVASU CITY, AZ 86403-3798 (602) 855-7861	Standard Delivery

Product	Unit Price	Quantity	Subtotal
OptiPlex 3080 Micro	\$511.39	1	\$511.39

Subtotal:	\$511.39
Shipping:	\$0.00
Estimated Tax:	\$38.86
<hr/>	
Total:	\$550.25

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

ACCOUNTS PAYABLE
LAKE HAVASU UNIFIED SCHOOL
2200 HAVASUPAI BLVD
LHDUSD #1
LAKE HAVASU CITY, AZ 86403-3798
(602) 855-7861

Shipping Method

Standard Delivery

		Quantity	Subtotal
OptiPlex 3080 Micro		\$511.39	1
Estimated delivery if purchased today: Mar. 15, 2021 Contract # C000000010731 Customer Agreement # MNWNC-108/ADSP016-098163			\$511.39
Description	SKU	Unit Price	Quantity
OptiPlex 3080 Micro BTX	210-AVPQ	-	1
10th Generation Intel Core i5-10500T (6-Core, 12MB Cache, 2.3GHz to 3.8GHz, 35W)	338-BVDE	-	1
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1
8GB (1X8GB) DDR4 non-ECC Memory	370-ADZL	-	1
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BEUW	-	1
Thermal Pad	412-AALV	-	1
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	1
No Additional Hard Drive	401-AANH	-	1
OptiPlex 3080 Micro with 65W up to 87% efficient adapter	329-BEUT	-	1
65 Watt AC Adapter	450-ADTR	-	1
System Power Cord (Philippine/U)	450-AAZN	-	1
CMS Software not included	632-BBBJ	-	1
Speaker for OptiPlex MFF	520-AARC	-	1
Internal Wireless Antennas	555-BFPV	-	1
Intel 3165 802.11ac dual band 1x1 + Bluetooth 4.2	555-BFQL	-	1
Wireless Driver, Intel 3165 802.11ac dual band 1x1 + Bluetooth 4.2	555-BFSN	-	1
No Stand Option	575-BBBI	-	1
No Additional Cable Requested	379-BBCY	-	1
No PCIe add-in card	492-BBFF	-	1
No Additional Video Ports	492-BCKH	-	1
Dell KB216 Wired Keyboard English	580-ADJC	-	1
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	1
No Cable Cover	325-BCZQ	-	1
SupportAssist	525-BBCL	-	1
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1

Waves Maxx Audio	658-BBRB	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Dell Watchdog Timer	379-BDWG	-	1	-
Quick Setup Guide 3080 MFF	340-CPVE	-	1	-
Print on Demand Label	389-BDQH	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BB JL	-	1	-
Ship Material for OptiPlex Micro Form Factor	340-CQYN	-	1	-
Shipping Label for DAO,BRZ	389-BBUU	-	1	-
Regulatory Label for OptiPlex 3080 MFF, FSJ	389-DVBZ	-	1	-
No CompuTrace	461-AABF	-	1	-
Desktop BTS/BTP Shipment	800-BBIP	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
Fixed Hardware Configuration	998-EBYV	-	1	-
No Out-of-Band Systems Management	631-ACMW	-	1	-
No Option Included	340-ACQQ	-	1	-
No External ODD	429-ABGY	-	1	-
No Optane	400-BFPO	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Dell Limited Hardware Warranty Plus Service	803-8583	-	1	-
Onsite Service After Remote Diagnosis 3 Years	803-8590	-	1	-

Subtotal:	\$511.39
Shipping:	\$0.00
Estimated Tax:	\$38.86
Total:	\$550.25

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain Infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

Print Requisitions 1

File Actions Help

Req No

Show POs

Apply

Vendor

Clear

REQ 1692

DAC Technology

View Requisition

Req Number	Vendor
1	1754 STAPLES
2	1757 STAPLES
3	1753 AMAZON
4	1710 EDUPOINT EDUC
5	1707 STAPLES
6	1706 INSIGHT PUBLIC S
7	1692 DHE COMPUTER S
8	1685 DHE COMPUTER S

Actions Help
Requisition Detail Addresses Notes

PO Notes

Internal Notes

Sond: Thunderbolt Student Teaching Lab room D120. Needed 35 systems to replace this lab: Desktop-TC-N75q-Gen2-AMD-Ryzen. Quotes attached. -391565p.sangus 3/8/2021 8:24:36 AM

Append Internal Notes

Line	Account	Qty	Unit	Part Number	Description	Unit Price	Ext Pri	
1	630.100.1000.6737.528.0000	35.000000	EA	MFR #2A459UT#ABA	Desktop-TC-N75q-Gen2-AMD-Ryzen 15 Pro 4650GE	822.0000		
		35.000000						

Sales Tax Percent 7.6000%

Mode: View (1 of 1)

Ready

Ready

Print Requisitions

File Actions Help

Req No Show POs Apply

Vendor Clear

DAC

REQ 1085

View Requisition

Req Number	Vendor	Actions	Help
------------	--------	---------	------

Requisition Detail Addresses Notes

1	1754 STAPLES
2	1757 STAPLES
3	1753 AMAZON
4	1710 EDUPOINT EDUC
5	1707 STAPLES
6	1705 INSIGHT PUBLIC S
7	1692 DHE COMPUTER S
8	1685 DHE COMPUTER S

PO Notes

Internal Notes

Append Internal Notes

Desktop computers-391565p.sangus 3/5/2021 12:32:48 PM
 To replace Miss Harrison's student lab at Tbolt. Please verify account code. Preferred vendor DHE. Quotes attached. 391565p.sangus 3/5/2021 12:13:21 PM

Line	Account	Qty	Unit	Part Number	Description	Unit Price	Ext Pri	
1	630.100.1000.6737.528.0000	35.000000	EA	MFR #2A4S9UT#ABA	Desktop PC M75q Gen2 AMD Ryzen 5 Pro 4650G	482.0000		
		35.000000						

Sales Tax Percent 7.6000%

Mode: View (1 of 1)

Ready

Ready

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

AGENDA ACTION ITEM

TOPIC: APPROVAL OF VOUCHERS, STUDENT ACTIVITY FUNDS, AND AUXILIARY FUNDS

SUBMITTED BY: Michael Murray, Director of Business Services

DATE FOR BOARD CONSIDERATION: April 13, 2021

RECOMMENDATION:

Approval of Vouchers – Vouchers for March 2021 / \$4,256,399.18

Student Activity Funds for K-12 for February 2021 / \$274,018.17

Auxiliary Funds for February 2021:

Smoketree	\$ 19,143.63
Thunderbolt	\$ 128,657.61
Havasupai	\$ 13,193.86
Starline	\$ 23,900.83
Nautilus	\$ 16,334.87
Oro Grande	\$ (1,095.68)
Jamaica	\$ 25,781.12
High School	\$ 517,363.73
District Office	\$ 5,392.13

K-12 Student Activities Funds Report and the Auxiliary Reports for each school for February 2021 will be emailed to the Board prior to meeting.

Approved for Transmittal to Governing Board


Superintendent

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1 - VOUCHER SUMMARY

FISCAL YEAR 2020-2021

Submitted By: Michael Murray, Director of Business Services

Payroll Vouchers: 7278 --7282

Ledger Vouchers: V2423-25, V2428-30, V2433-34

DATE ASSIGNED FOR BOARD CONSIDERATION: **MARCH** (MARCH 1 THROUGH MARCH 31)

RECOMMENDATION: THE VOUCHERS IN THE AMOUNT OF **\$2,932,469.00** PAYROLL AND **\$1,323,930.18**

MATERIAL SERVICES SIGNED BY THE GOVERNING BOARD

FUND	FUND DESCRIPTION	March	February	CY Totals	PY Totals
All	Payroll	\$2,932,469.00	\$2,480,676.77	\$22,786,775.92	\$28,324,648.68
001	Maintenance and Operation Fund	\$382,521.71	\$387,051.45	\$4,319,691.04	\$3,573,133.11
020	Instructional Improvement Fund	\$2,028.00	\$0.00	\$2,028.00	\$45,813.77
100	Title I ESEA	\$12,792.68	\$23,851.99	\$287,030.46	\$12,961.41
140	Title II ESEA Eisenhower	\$0.00	\$0.00	\$340.88	\$40,750.85
161	Title IV-A Student Support	\$0.00	\$0.00	\$0.00	\$6,051.87
190	Title III ESEA	\$0.00	\$0.00	\$573.12	\$3,500.00
220	IDEA VI-B	\$6,103.20	\$5,624.63	\$62,415.33	\$5,441.61
221	IDEA Part B	\$0.00	\$0.00	\$2,129.42	\$25,353.83
260	Voc Ed Basic Grants	\$260.50	\$8,350.84	\$9,468.21	\$7,106.81
290	Medicaid Reimbursement	\$0.00	\$0.00	\$540.25	\$27,985.96
291	Medicaid Fee For Service	\$5,970.60	\$6,347.68	\$75,994.20	\$15,312.21
326	Elementary & Secondary School Emergency Relief	\$481.51	\$14,471.66	\$115,910.13	\$0.00
349	National Forest Trees	\$0.00	\$0.00	\$0.00	\$89,330.40
374	E-RATE	\$458.78	\$262.78	\$53,790.47	\$23,317.00
400	Voc Ed Block Grant	\$3,003.60	\$1,513.43	\$26,118.60	\$162,889.25
450	Gifted	\$0.00	\$0.00	\$0.00	\$44,454.54
456	College Credit Exam	\$0.00	\$0.00	\$808.92	\$0.00
457	Results Based Funding	\$0.00	\$0.00	\$0.00	\$59,458.69
465	Pre-K Grant	\$576.60	\$696.91	\$6,860.99	\$7,427.71
468	Master Teacher Grant	\$906.64	\$3,265.15	\$4,475.83	\$2,046.48
482	Rural Assistance	\$0.00	\$0.00	\$1,575.00	\$0.00
485	School Safety Program	\$0.00	\$0.00	\$0.00	\$1,355.34
500	School Plant (Lease Over 1 yr)	\$0.00	\$0.00	\$0.00	\$0.00
504	School Plant (Lease <= 1 yr)	\$0.00	\$0.00	\$1,767.48	\$0.00
510	Food Service	\$101,740.49	\$79,930.98	\$711,520.66	\$1,691,125.18
515	Civic Center	\$0.00	\$0.00	\$146.00	\$0.00
520	Community Schools	\$0.00	\$0.00	\$0.00	\$6,014.48
525	Auxiliary Operations	\$0.00	\$0.00	\$0.00	\$4,437.09
526	Extracurricular Activities Fees/Tax Credit	\$2,415.00	\$10,903.46	\$41,280.71	\$239,016.55
530	Gifts & Donations	\$1,721.23	\$1,175.53	\$71,453.24	\$107,865.21
540	Fingerprint	\$160.00	\$0.00	\$4,325.31	\$2,558.00
550	Insurance Proceeds	\$0.00	\$0.00	\$11,324.54	\$10,668.99
555	Textbooks	\$0.00	\$0.00	\$0.00	\$0.00
570	Indirect Costs	\$0.00	\$0.00	\$0.00	\$20,306.99
596	Joint Technological Education	\$20,771.21	\$4,757.13	\$106,933.43	\$351,669.01
597	AZ Industry Credential Incentive	\$3,246.04	\$0.00	\$24,774.81	\$0.00
610	Unrestricted Capital Outlay	\$117,894.22	\$25,837.67	\$465,260.98	\$2,135,421.03
620	Adjacent Ways	\$0.00	\$0.00	\$190,195.86	\$9,434.00
630	Bond Building	\$660,878.17	\$1,111,930.05	\$11,769,439.22	\$3,073,018.31
665	Energy & Water Savings	\$0.00	\$0.00	\$18,424.30	\$0.00
691	Building Renewal Grant	\$0.00	\$0.00	\$145,269.49	\$669,041.07
700	Debt Service	\$0.00	\$1,850.00	\$1,850.00	\$0.00
850	Student Activities	\$0.00	\$0.00	\$3,607.61	\$0.00
955	Intergovernmental Agreements	\$0.00	\$0.00	\$89,409.00	\$167,336.50
	Totals	\$4,256,399.18	\$4,168,498.11	\$41,413,509.41	\$40,966,251.93

LAKE HAVASU UNIFIED SCHOOL DISTRICT #1

INFORMATIONAL ITEMS

TOPIC: INFORMATIONAL

SUBMITTED BY: Dr. Rebecca Stone, Superintendent

DATE FOR BOARD CONSIDERATION: April 13, 2021

INFORMATIONAL REPORTS:

- * Superintendent
- * Directors
- * Governing Board Members
- * Advisory Committees

Approved for Transmittal to Governing Board



Superintendent